

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

September 4, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

BUSINESS IMPROVEMENT DISTRICT

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
David Gass (Business Owner)	09/04/12	09/30/13
Tom Brickley (Business Owner)	09/04/12	09/30/13
Mike Vandersteen (Business Owner)	09/04/12	09/30/13
David Haneman (Property Owner)	09/04/12	09/30/13
David Sanderson (Property Owner)	09/04/12	09/30/13
Caitlin Brotz (Business Owner)	09/04/12	09/30/14
Mike Miller (Business Owner)	09/04/12	09/30/14
Eileen Simenz (Property Owner)	09/04/12	09/30/14
William Holbrook (Property Owner)	09/04/12	09/30/14
Larry Schaefer (Property Owner)	09/04/12	09/30/14
Chad Pelishek (City Government)	09/04/12	09/30/14

  
MAYOR TERRY VAN AKKEREN

Lies over



August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Marilyn Montemayor to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jason Schoen whose term expires 4/21/14.

MAYOR TERRY VAN AKKEREN

*lies over*

OFFICE OF MAYOR

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

920/ 459-3317  
FAX 920/ 459-0256

August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Mario Ciotala to be considered for appointment to the Mayor's International Committee, term to expire 4/22/13.

  
MAYOR TERRY VAN AKKEREN

*Lies over*

Handwritten signature or text, possibly reading "Handwritten" or similar, oriented vertically.

II

4.7

R. O. No. 109 - 12 - 13. By CITY CLERK. August 6, 2012.

Submitting a communication from Joseph and Darlene Falle regarding an issue with goats and chickens located at 1419 N. 30<sup>th</sup> St.

~~PP#5.~~  
File

  
\_\_\_\_\_  
City Clerk



1409 North 30<sup>th</sup> Street  
Sheboygan, WI 53081

July 31st, 2012

City of Sheboygan Common Council  
828 Center Avenue  
Sheboygan, WI 53081

**Re: Goats and Chickens located at the residence of:  
Mr. and Mrs. Richard Swedberg, 1419 North 30<sup>th</sup> Street, Sheboygan, WI 53081**

Dear Common Council Members:

Our neighbors to the north, Mr. and Mrs. Swedberg, have recently obtained and are housing chickens and goats. We have two major concerns, livestock and chickens attracting rodents and other vermin, and the effect on property values in the neighborhood. We contacted Alderperson Kath to assist us in finding out how the city governs situations such as this. She had Mr. Dean Hesselink from the Housing Inspection Department inspect the property. He said he could find no ordinance violations and that the City of Sheboygan has no building codes regarding animal pens. The City of Sheboygan's ordinance regarding chickens and farm animals has some vague areas. Other than the ordinance on rabies vaccinations and licensing, many parts seem open to individual interpretation. We hope the Swedberg's animals have been properly vaccinated and licensed.

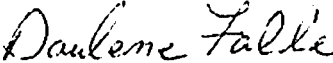
We find the lack of a detailed farm animal ordinance and animal pen building code quite disconcerting. If we are reading the code correctly it looks like most of the areas we've questioned haven't been revised in many years, as indicated by a 1975 date and references to Plaza 8. With the lack of ordinance specifics there seems to be nothing stopping someone from having a small farm in the city. With no building codes for animal pens, it leaves construction solely up to the builder. We don't think our neighbor's structures and pens would meet any accepted standard building practice. In fact, Mr. and Mrs. Swedberg's chickens have been in our yard once already (see enclosed photo). We think that chickens, goats, and any other kind of farm animals in the city should be governed by strict city ordinance which gives some voice to the surrounding neighbors.

The recently enacted City of Plymouth chicken ordinance, attached to this letter, shows there were some definite concerns regarding chickens in the City of Plymouth and is quite specific on the rules. The Plymouth ordinance gives some power to the surrounding neighbors so they can protect their property values. The ordinance also limits the number of chickens, addresses waste, has protections for the chickens, and is quite specific about the structures used to house the chickens.

We respectfully request the City of Sheboygan Common Council to address our concerns and create a more specific ordinance and building code regarding farm animals in the city. You may contact us by phone at (920) 458-1507 or via email at [jdfalle@charter.net](mailto:jdfalle@charter.net). Thank you for your time. We look forward to hearing from you.

Sincerely,

  
Joseph (Jack) Falle III

  
Darlene Falle

Enclosures: As Noted

**CITY OF PLYMOUTH**  
**Ordinance No. 10 of 2012**

**AN ORDINANCE CREATING SECTION 7-1-19 OF THE  
CITY OF PLYMOUTH CODE OF GENERAL ORDINANCES  
REGARDING KEEPING OF CHICKENS LICENSES**

**WHEREAS**, the keeping of chickens in the City supports a local sustainable food system by providing an affordable, nutritious source of protein through fresh eggs and the keeping of chickens also provides free, quality, nitrogen-rich fertilizer; chemical-free pest control; animal companionship and pleasure; and

**WHEREAS**, while the keeping of chickens provides many benefits, the Common Council of the City of Plymouth finds it is in the health, safety, and welfare of the public to enact an ordinance regulating by license the keeping of chickens within the City limits; and

**NOW, THEREFORE**, the Common Council of the City of Plymouth does hereby ordain as follows:

**Section 1. Creating Code.** Section 7-1-19, entitled, "Keeping of Chickens Licenses" shall hereby be created as follows:

**7-1-19 KEEPING OF CHICKENS LICENSES**

(a) **License Required.** Every person keeping chickens within the City shall first obtain a license through the Building Inspector's office, which shall be valid from January 1 through December 31 of the year in which it is granted, and which may be renewed annually. The applicant shall complete and file the application for a license or license renewal with the City Building Inspector along with the license fee as established, and which may be changed from time to time, by resolution of the Common Council. Any material misstatement or omission on the application shall be grounds for denial, suspension, or revocation of the license. Any primary or secondary school open to public enrollment shall be exempt from the requirements of Sec. 13-1-144 and Sec. 7-1-19 and may keep chickens for educational purposes.

(b) **Consent of Neighboring Properties.** No initial license shall be issued to a person, by the Building Inspector, and no chickens shall be allowed to be kept unless the owners of all residentially zoned adjacent properties consent in writing to the license. For purposes of this license, adjacent property means all parcels of property that the applicant's property comes into contact with at one or more points, except those separated from the applicant's property by a public street. Renewal applications for a license shall not require the consent of neighboring properties.

(c) **Issuance of License.** The Building Inspector shall issue a license if the applicant has demonstrated compliance with the criteria and standards established by Section 13-1-144 of the Zoning Code, provided that the owner of all residentially zoned adjacent properties at time of the initial application consent

in writing to the initial license. The applicant shall be responsible for completing the necessary consent forms and applications as approved by the Building Inspector. Failure to complete the approved forms may result in denial of the license. Proof of registration with the State of Wisconsin (Wis. Stat. § 95.51) is also required at time of application.

(d) ***Denial, Suspension or Revocation of License.***

- (1) The Building Inspector shall deny a license to any applicant who fails to meet the standards required by Section 13-1-144 of the Zoning Code.
- (2) A license may be suspended or revoked by the Building Inspector where there is risk to public health or safety or for any violation of or failure to comply with any provisions of this section, Section 13-1-144 of the Code, or any other applicable ordinance or law.
- (3) Any denial, suspension and revocation shall be in writing and mailed by first class mail to the licensee's last known address and shall include notification of the right to and procedure for appeal.

(e) ***Jurisdiction of Humane Officer.*** The City Humane Officer shall have the full power and authority under Section 7-1-18 of the City Code to ensure the proper care and treatment of chickens kept with the City.

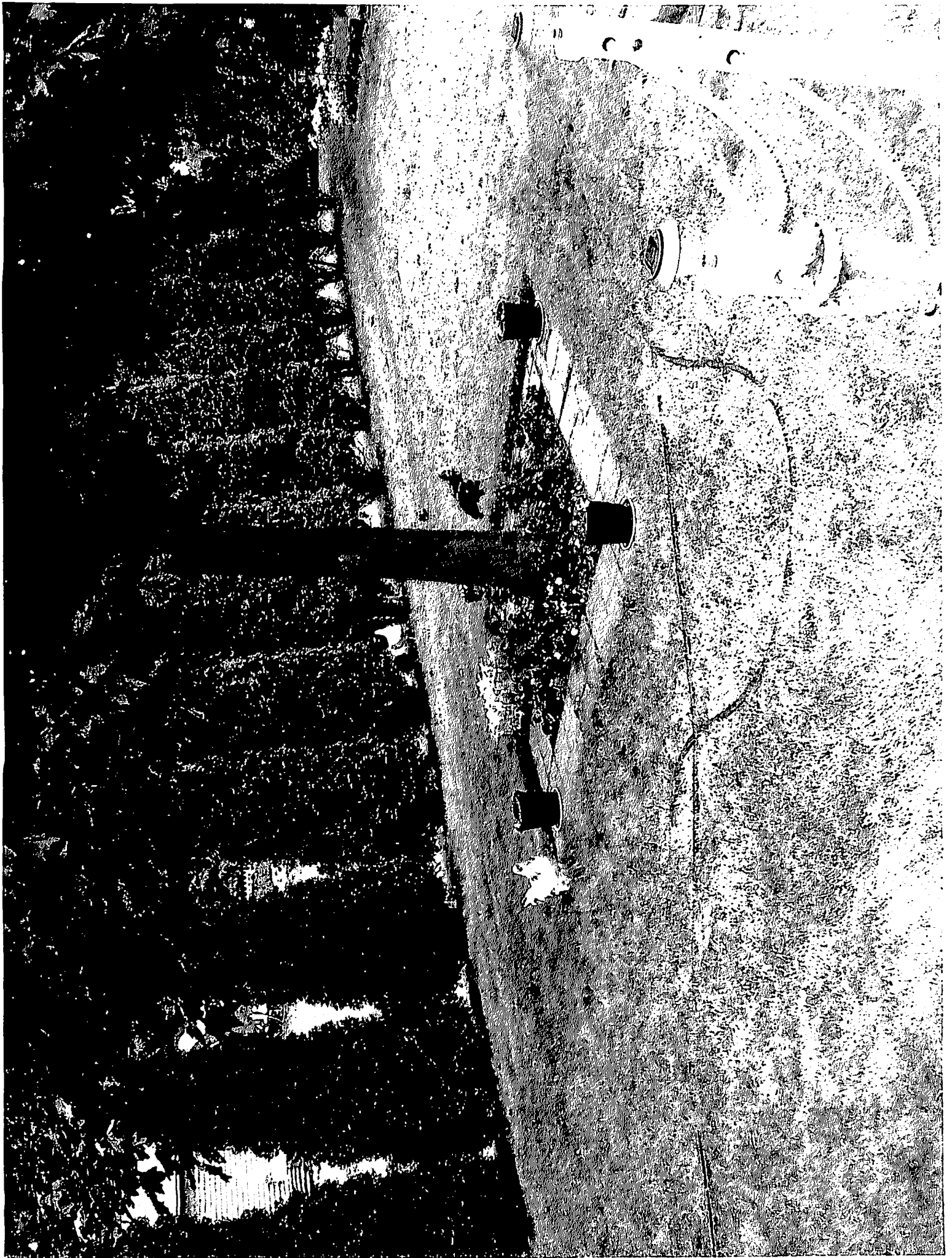
(f) ***Appeals.*** A person appealing the denial, suspension or revocation by the Building Inspector may appeal the decision to the Common Council by filing a written appeal with the City Clerk within ten- (10-) days of the date of the Building Inspector's decision.

***Section 2. Severability.*** Should any portion of this Ordinance or the affected Municipal Code Section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder shall not be affected.

***Section 3. Effective Date.*** This Ordinance shall take effect August 1, 2012 and upon publication as provided by law.

Enacted on June 26, 2012.

***DONALD O. POHLMAN, Mayor***  
***PATRICIA HUBERTY, Clerk***



**CITY OF PLYMOUTH**  
**Ordinance No. 9 of 2012**

**AN ORDINANCE CREATING SECTION 13-1-144,  
OF THE ZONING CODE OF THE CITY OF PLYMOUTH,  
TO ALLOW THE KEEPING OF CHICKENS AS AN  
ACCESSORY USE IN RESIDENTIAL DISTRICTS**

**WHEREAS**, the keeping of chickens in the City supports a local sustainable food system by providing an affordable, nutritious source of protein through fresh eggs and the keeping of chickens also provides free, quality, nitrogen-rich fertilizer; chemical-free pest control; animal companionship and pleasure; and

**WHEREAS**, the City of Plymouth Commission has reviewed the ordinance on June 7, 2012; and

**WHEREAS**, the City has published a class 2 notice of the Public Hearing on May 29, 2012 and June 5, 2012 in the *Plymouth Review*; and

**WHEREAS**, after review and public hearing, the Common Council of the City of Plymouth believes allowing the keeping of chickens at properties used for single-family residences will promote the health, safety, and general welfare of the public; and

**NOW, THEREFORE**, the Common Council of the City of Plymouth does hereby ordain as follows:

**Section 1. Creating Code.** Section 13-1-144, entitled, Keeping of Chickens, of the City Zoning Code is hereby created to read as follows:

**SEC. 13-1-144 KEEPING OF CHICKENS**

(a) **Purpose.** The purpose of this section is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a non-commercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This article is intended to create standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.

(b) **Definitions.**

- (1) *Chicken Pen* shall mean an area enclosed by protective fence, which is connected to a henhouse for the purpose of allowing chickens to leave the henhouse while remaining in an

enclosed, predator-safe environment. The fence enclosure shall be secured to the ground and constructed to burrow resistant standards.

(2) *Enclosure* shall mean a chicken pen, fenced area, or henhouse.

(3) *Henhouse* shall mean a structure for the sheltering of female chickens. An existing shed or garage can be used for this purpose if it meets the standards contained in Subsection (e), below, including the required distance from property lines.

(c) ***Keeping of Chickens as Permitted Accessory Use.*** A maximum of five (5) chickens shall be allowed as a permitted accessory use on any lot where the principal use is a single-family residence. No roosters shall be kept within the City limits. Chickens shall be kept within the chicken pen at all times. At night, chickens shall be kept in the secured henhouse. Free range of chickens shall not be allowed at any time. Any primary or secondary school open to public enrollment shall be exempt from the requirements of Sec. 13-1-144 and Sec. 7-1-19 and may keep chickens for educational purposes.

(d) ***Enclosures.***

(1) Enclosures must be clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.

(2) Enclosures must provide adequate ventilation and adequate sun and shade.

(3) No enclosure shall be placed in the front yard nor located closer than forty (40) feet to any principal structure on an adjacent lot. An attached garage shall be considered part of a principal structure.

(e) ***Henhouses.***

(1) A henhouse shall be provided and shall be designed to provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood.

(A) The structures shall be enclosed on all sides and shall have a roof, structural floor and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator-and bird-proof wire of less than one (1) inch openings.

(B) The henhouse must be impermeable to rodents, wild birds, and predators, including dogs and cats

- (2) Henhouses shall be considered an accessory building subject to Section 13-1-140 of the City of Plymouth Zoning Code, except the enclosure setback requirements established by paragraph (d) above shall control.

(f) **Chicken Pens.** An enclosed chicken pen must be provided consisting of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

(g) **Feed and Water.** Chickens must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents, and predators. Feed must be contained in an impervious (metal or plastic) container.

(h) **Waste Storage and Removal.** All persons keeping chickens must properly dispose of manure by using it for fertilizer, removing it from the property, or working it into a compost bin or container. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. All other manure not used for composting or fertilizing shall be removed in a timely manner, and no accumulation in manure piles shall be allowed. In addition, all enclosures and the surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

(i) **Selling or Slaughter Prohibited.** No person shall sell or offer for sale any chickens, eggs, or meat from their residence. No person shall slaughter any chickens on site regardless of whether the meat is intended for personal use or for sale to others.

(j) **License Required.** No person shall keep chickens on any lot within the City prior to obtaining a Chicken License pursuant to Section 7-1-19, Keeping of Chickens License, of the City Code.

**Section 2. Severability.** Should any portion of this Ordinance or the affected Municipal Code Section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder shall not be affected.

**Section 3. Effective Date.** This Ordinance shall take effect the day after publication.

Enacted on June 26, 2012.

**DONALD O. POHLMAN**, Mayor  
**PATRICIA HUBERTY**, Clerk

II

4.4

R. O. No. 120-12-13. By CITY CLERK. August 20, 2012.

Submitting a communication from Thomas Laiken, Millennium Properties, Inc., requesting that a "no parking" sign on Martin Ave. alongside of his business (Zodiak Bar) be removed to allow customer parking.

*PPS  
Ac + file  
& direct that an  
ordinance be drafted*

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

II

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AUG 14 '12 10:58

Millennium Properties Inc.  
1301 Erie Avenue  
PO Box 53  
Sheboygan WI 53081  
920-457-7383

City of Sheboygan

RE: Removal of No Parking sign

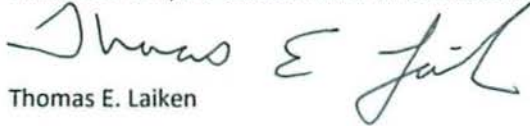
To Whom it may concern,

I am the owner of a building and business( Zodiak Bar ) located at 2518 N. 15<sup>th</sup> Street in Sheboygan.

Presently there is a No Parking sign from 8am to 4pm located on the ( South ) Martin Avenue side of my building.

I am requesting that this sign be eliminated to allow additional parking for my customers.

Thank You for your consideration in this matter,

  
Thomas E. Laiken

II

4.5

R. O. No. 122 - 12 - 13. By CITY CLERK. August 20, 2012.

Submitting a communication from Brett Edgerle, XTERRA BIKE RACE coordinator, requesting that they be allowed to rent the Quarryview shelter on June 28<sup>th</sup> and 29<sup>th</sup>, 2013 for the Regional Championship Race.

*P.W.*  
*Acc & File*

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

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II

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August 5, 2012

David Kuckuk  
Parks Director  
City of Sheboygan  
2026 New Jersey Ave.  
Sheboygan, WI 53081

Dear Dave,

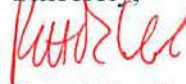
XTERRA RACE

I would like to thank you for allowing us to use Quarryview and Evergreen Parks for the second annual XTERRA off-road triathlon, held on June 30th. The race, as you know, is co-sponsored by Elkhart Lake Multi-Sports and Sheboygan-based FAT KATS Mountain biking club. This event was grown from a single race with 100 participants in 2011, to two simultaneously run races with 139 participants. Our feed back from the athletes has been great and we enjoy showcasing the best Sheboygan has to offer.

We would like to take the event to the next level, becoming one of seven Regional Championship in the nation. We are hoping the race could grow to 250 to 300 racers. To do this, the sanctioning body needs confirmation that the venue can be reserved. In particular, we would like to rent the Quarryview shelter on June 28th and 29th, 2013. (The race would be held on the 29th.) Currently the Quarryview shelter is not available for summer reservations due to the uncertain nature of the park's operation. I respectfully ask if we could reserve the shelter within the next month, for the noted days, in order to start our planning process.

Again, I thank you for your cooperation in the past, and I look forward to our continued interaction.

Sincerely,



Brett Edgerle  
365 Olmsted Ct.  
Kohler, WI 53044  
[bedgerle@yahoo.com](mailto:bedgerle@yahoo.com)  
920.698.0971

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III

4.1

Res. No. 30 - 12 - 13. By Alderperson Bohren. July 2, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of two (2) Tandem Axle dump trucks equipped with snow plows, spreaders and accessories.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Quality Truck Center Inc. of Fond du Lac for the purchase of two (2) Western Star 4700 Tandem axle trucks, outfitted with a dump body, snowplow, spreader and controls provided by Monroe Truck Equipment at a total cost of \$390,176.00 as per Bid # 1795-12

BE IT FURTHER RESOLVED: That the vehicles being replaced are no longer safe to sell to the public due to cracked frames and will be sold for salvage in the near future and that the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Division Account No. 70136100-641500 in payment of same.

*Pub. Works  
File*

*James A. Bohren*

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

II

3.8

R. O. No. 78 - 12 - 13. By PURCHASING AGENT. July 2, 2012.

Submitting a tabulation (attached) of Bid #1795-12 for the purchase of (2) Two Motor Vehicle Division tandem axle dump trucks with plows.

After a thorough review of all bids submitted by the Director of Public Works, The Motor Vehicle Manager and the Purchasing Agent the following recommendation is presented for award:

**Bid B** is the lowest overall bid, and was found to meet or exceed all of the specifications. With regard to optional equipment, it has been determined to award the bids based upon the following configurations:

Truck # 1	Truck # 2
Base Bid.....\$184,376.00	Base Bid.....\$ 184,376.00
LH Wing.....\$ 15,851.00	Upgraded Controls...\$2,000.00
Upgraded Controls... \$2,000.00	Lever Type Shifter...\$221.00
Lever Type shifter...\$ 221.00	Severe Service Cab...\$550.00
Severe service Cab..... \$550.00	Tuff-Trac Suspension (\$59.00)
Tuff-Trac Suspension (\$59.00)	License/Title            \$74.50
License/Title.....\$ 74.50	
Total.....\$203,013.50	Total.....\$187,162.50
<b>Grand Total.....\$390,176.00</b>	

If this expenditure is approved, the trucks to be replaced have been found to have cracked frames and thus are un-fit for sale or trade-in. The trucks will be sold for salvage to the highest bidder with the proceeds of same credited to the Motor Vehicle Fund.

*Pub Wks.  
File*

Respectfully submitted,

Bernard R. Rammer

II



**VII**

6.2

R. C. No. 142 12 - 13. By LAW AND LICENSING. August 20, 2012.

At its meeting on July 24, 2012, your Committee voted to conditionally recommend that the Common Council not renew the Taxicab Operator License No. 9411 held by Roxana M. Ramirez.

Ms. Ramirez was afforded the opportunity to appear before the committee to contest the decision not to renew her license. A hearing to renew that decision was held on August 14, 2012.

At the time scheduled for the hearing, Ms. Ramirez failed to appear before the committee or contest the decision.

After reviewing the facts, the committee found the following facts:

1. Roxana M. Ramirez has violated statutory or municipal laws directly related to the licensed activity; to wit:

<u>Charge</u>	<u>Arrest Date</u>
Seat Belt	2010
Drive Without Insurance	2012
Drive Without Insurance	2012
Contempt of Court	2012

2. The three most recent convictions occurred since the prior license application was granted by the council.
3. These convictions show that Ms. Ramirez is a regular and habitual law violator.
4. Ms. Ramirez, despite being previously warned of the necessity of revealing all traffic and misdemeanor convictions in the past five years, and all felonies in the past ten years, failed to reveal three of her four violations, and has provided no valid reason to the committee for her failure to do so.
5. As a result of the above, the committee finds that renewing Ms. Ramirez's license would not be in the interest of public safety.

*referred back to P & L.  
 grant contingent upon app. being corrected, & a warning to include all violations on future apps*

III

Based on these findings of facts, your committee recommends that the Common Council uphold the decision to deny renewal of the Taxicab Operator's License No. 9411 held by Roxana M. Ramirez.

Jodi VanderWeele

Susan J. Lissard

Julie Kath

Scott Levanoske

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. 57 - 12 - 13. By Alderperson Heidemann. August 20, 2012.

A RESOLUTION declaring the official intent to reimburse expenditures from proceeds of borrowing.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the Municipality) plans to undertake the construction of new solids handling facilities at the Sheboygan Wastewater Treatment Facility to alleviate biosolids storage capacity issues;

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds");

WHEREAS, because the Bonds will not be issued prior to April 1, 2013, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality, that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$9,200,000 for the Biosolids Handling Facility at the Sheboygan Wastewater Treatment Facility.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

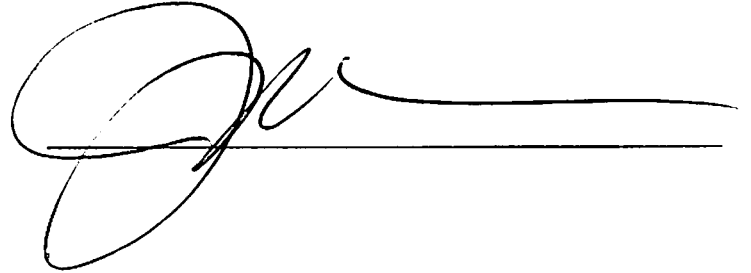
  
Treasurer  
Approve

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III

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Hall office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This resolution shall be effective upon its adoption and approval.

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a horizontal line extending to the right.

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

5.4

Res. No. 57 - 12 - 13. By Alderperson Heidemann. August 20, 2012.

A RESOLUTION declaring the official intent to reimburse expenditures from proceeds of borrowing.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the Municipality) plans to undertake the construction of new solids handling facilities at the Sheboygan Wastewater Treatment Facility to alleviate biosolids storage capacity issues;

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds");

WHEREAS, because the Bonds will not be issued prior to April 1, 2013, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

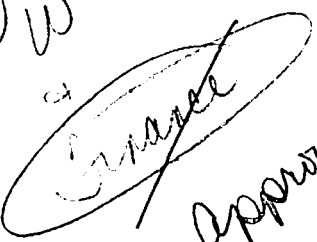
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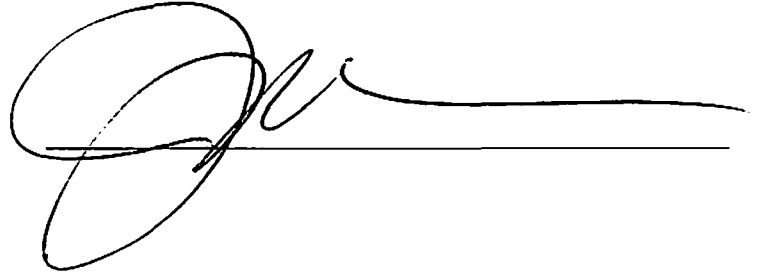
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PW  
a  
  
approve.

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

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

**II**

Other matters

9.2

R. O. No. 116 - 12 - 13. By CITY CLERK. August 20, 2012.

Submitting a communication from Kapur and Associates, Inc., regarding the Environmental Activities and Site Conditions Summary Update for the Ramada Inn Property and City Parking Lot.

*Finance*  
*file*

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

0.0

III

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

August 14, 2012

Mr. Andy Kittelson  
Director of Business Services  
Kohler Credit Union  
831 S. Taylor Drive  
Sheboygan, Wisconsin 53081

**RE: Environmental Activities and Site Conditions Summary Update  
Ramada Inn Property & City Parking Lot  
723 Center Avenue, Sheboygan, Wisconsin 53081  
WDNR BRRTS #: 03-60-168103**

Dear Mr. Kittelson:

Kapur & Associates, Inc. (Kapur) has completed environmental activities at the above referenced location, in an effort to determine the current site conditions as they pertain to contamination present onsite resulting from a release of a former underground storage tank (UST) system at the property. A site location map and aerial photograph are included as Figures 1 and 2, respectively.

### **Site History**

From August 1997 through June 2005 the following environmental activities were completed at the subject site:

- a Phase I Environmental Site Assessment with Limited Testing (August 15, 1997).
- a Site Assessment for Underground Storage Tank Closure (August 2000).
- Post Soil Remediation Groundwater Monitoring (August 2000 – January 2005).

Analytical results of the subsurface soil and groundwater testing indicates fuel oil-contaminated soil, groundwater and free product (present on top of groundwater) remain on the Ramada site and has migrated offsite to the south/southeast impacting a City of Sheboygan owned alley and parking lot adjacent south of the central portion of the Ramada property. Contaminants of concern include Petroleum Volatile Organic Compounds (PVOCs), in particular benzene and naphthalene, with concentrations above the respective ch. NR 140 Preventive Action Limit

(PAL) and Enforcement Standard (ES). The WDNR granted closure for the environmental investigative and remediation activities on June 20, 2005, however, a Deed or Land Use Restriction was placed on the property, as a requirement for closure, due to the fuel oil-contaminated groundwater and free product remaining at a depth of approximately 11 feet below ground surface (bgs).

### **Environmental Investigative Activities**

**Soil:** On July 26, 2012 Kapur monitored the installation of four (4) direct-push soil borings, DPB-1 through DPB-4, to assess current soil and groundwater conditions remaining at the site. Previous subsurface investigation results indicated fuel oil-contaminated soil, groundwater and free product (present on top of groundwater) remain onsite and had migrated offsite to the south/southeast impacting a City of Sheboygan owned alley and parking lot adjacent south of the central portion of the Ramada property. The soil borings were strategically placed in close proximity to previously installed investigative soil borings in order to provide reasonable comparative data that would show specific trends in contaminant concentrations.

During drilling activities, soil samples were collected and field analyzed using a Photoionization Detector (PID) at two (2) foot increments. Based upon historic analytical data, field observations including moisture content or greying of soils, and PID instrument readings the soil borings were installed to a maximum depth of 20 feet below ground surface (bgs). One soil sample was collected from each boring, at the groundwater interface within the soil column, and submitted for laboratory analysis of petroleum volatile organic compounds (PVOCs) and naphthalene. Laboratory analytical results and field observations of the soil sampling activities indicated:

- The site soil types documented are primarily fill comprised of sand, gravel, silty clay, and apparent crushed brick overlying sand, silty sand and silt clay layers .
- PID readings ranged from below background levels (<10.0 parts per million by volume (ppmv)) to 793 ppmv throughout the soil sampling.
- Of the PVOCs:  
Ethylbenzene was detected at a concentration of 8.69 ppm in DPB-3 exceeding the respective DRAFT ch. NR 720 Soil Residual Contaminant Levels (via EPA Regional Screening Level Web Calculator) or DRAFT RCL of 7.47 ppm that are being utilized as the standard for this submittal as the WDNR is proposing to adopt the DRAFT RCL into code.

Naphthalene was detected at concentrations of 21.9 ppm in DPB-1 and 69.9 ppm in DPB-3 at a depth of 13-15 feet bgs, both exceeding the DRAFT RCL of 5.15 ppm.

Of the remaining PVOCs detected none exceeded the respective DRAFT RCL, although Xylene detected at a concentration of 10.46 ppm in DPB-3 is above the current ch. NR 720 RCL Table 1 Standard of 4.1 ppm.

**Groundwater:** Following completion of the soil sampling activities, borings DPB-1 through DPB-4 were converted into temporary groundwater monitoring wells, DPB-1(W) through DPB-4(W), in an effort to assess the current condition of the site groundwater as compared to the last recorded data in 2004 that indicated PVOC contamination, along with free product, was present above applicable standards.

On July 26, 2012 each temporary well was monitored, a groundwater sample collected and submitted for laboratory analysis of PVOCs and naphthalene. Depth to groundwater measurements were collected in relation to the existing grade and averaged between 13-16 feet below grade. Obvious petroleum odor was noted during the sampling activities of DPB-1(W) through DPB-3(W) and laboratory analytical results indicated:

- Of the PVOCs:

Benzene was detected at concentrations of 2.1 and 2.3 parts per billion (ppb), equivalent to micrograms per liter (ug/L), in DPB-1(W) and DPB-3(W), respectively, above the ch. NR 140 Preventive Action Limit (PAL) of 0.5 ppb. A concentration of 10.5 ppb detected in DPB-2(W) exceeded the ch. NR 140 Enforcement Standard (ES) of 5 ppb.

1,2,4-Trimethylbenzene (TMB) was detected at concentrations of 126 ppb and 111 ppb in DPB-2(W) and DPB-3(W), respectively, both exceeding the PAL of 96 ppb but below the ES of 480 ppb.

Naphthalene was detected at concentrations of 164 ppb, 101 ppb, and 180 ppb in temporary wells DPB-1(W), DPB2(W) and DPB-3(W), respectively, exceeding the ES of 100 ppb.

- Groundwater is presumed to generally flow in a south/southeasterly direction toward the Sheboygan River and Lake Michigan.

### **Conclusions**

Based on available historic information and findings of field and laboratory analytical data described above, the following conclusions can be made regarding the subject parcels located at 723 Center Avenue in the City of Sheboygan, Wisconsin:

- Depth to groundwater was observed between 13 - 16 feet bgs. The assumed groundwater flow direction is to the south/southeast toward the nearby Sheboygan River and Lake Michigan.
- Impacted soil with concentrations above the current NR 720 RCL and DRAFT RCL (EPA) standards remains onsite at similar concentrations reported during previous investigative activities.
- No direct contact pathway exists on-site as an asphalt parking lot covers the entire subject area of this investigation and contaminated soils are located at a depth greater than 4 feet bgs.
- Groundwater concentrations of 1,2,4-TMB, benzene and naphthalene, DPB-1(W) through DPB-3(W) were detected above the respective ES and PAL. The contamination identified within DPB-1(W) and DPB-2(W) revealed a decrease in observed concentrations, while that in DPB-3(W) showed an increase in concentrations typical of a migrating plume.
- No soil or groundwater contaminants were identified in DPB-4(W), indicating the identified contamination, though migrating with the groundwater flow, is traveling at a relatively low hydraulic velocity (calculated to be between 7 and 72 feet per year during previous investigative activities).
- Water run-off enters onsite storm sewers and is prevented from leaching to the groundwater by the asphalt parking lot covering the subject area.

### **Opinions**

Based upon the above findings, conclusions and current site conditions, it is the professional opinion of Kapur that contamination originating on the Ramada Inn central parking lot parcel is migrating offsite to the south and will continue to do so until naturally occurring attenuation processes aid in the breakdown of the residual contamination. As such, further subsurface investigative activities are not warranted.

Regarding the City of Sheboygan parking lot located immediately adjacent to the south of the Ramada Inn property and alleyway; based upon previous and the most recent investigative activities along with the findings outlined within this summary document contamination

originating from the former UST located on the Ramada Inn property remains on the parking lot within the soil and groundwater. However, information provided by the City of Sheboygan regarding existing utilities indicates no utilities are currently located onsite and based on the lot being capped with an asphalt barrier along with the presumption, if the lot would be developed utilities providing service would be fed from Pennsylvania Avenue, running along the southern lot boundary, the likelihood of encountering significant contamination would be minimal, given no contamination was identified within the boring located downgradient of the observed contamination along the eastern property line. In addition, the 'cleanup' costs, should the need arise, for soil and groundwater encountered within the parking lot are not anticipated to be excessive based upon the depth of contamination (13-16 feet below existing grade), the most recent contaminant concentrations observed and the time that has passed since the previous investigative activities concluded (approximately 7 1/2 years) indicating contamination, although migrating (increased within parking lot) is breaking down via naturally occurring processes and is anticipated to continue to do so.

If future plans for the Ramada site include significant redevelopment or excavation activities, additional subsurface investigative activities would be recommended and proper handling and disposal of contaminated soils and/or groundwater, under the direct supervision of an environmental professional would be recommended.

If you have any questions, or require additional information, please do not hesitate to call me at the office (414) 351-6668 or on my cell phone (414) 254-6358.

Sincerely,

**KAPUR & ASSOCIATES, INC.**

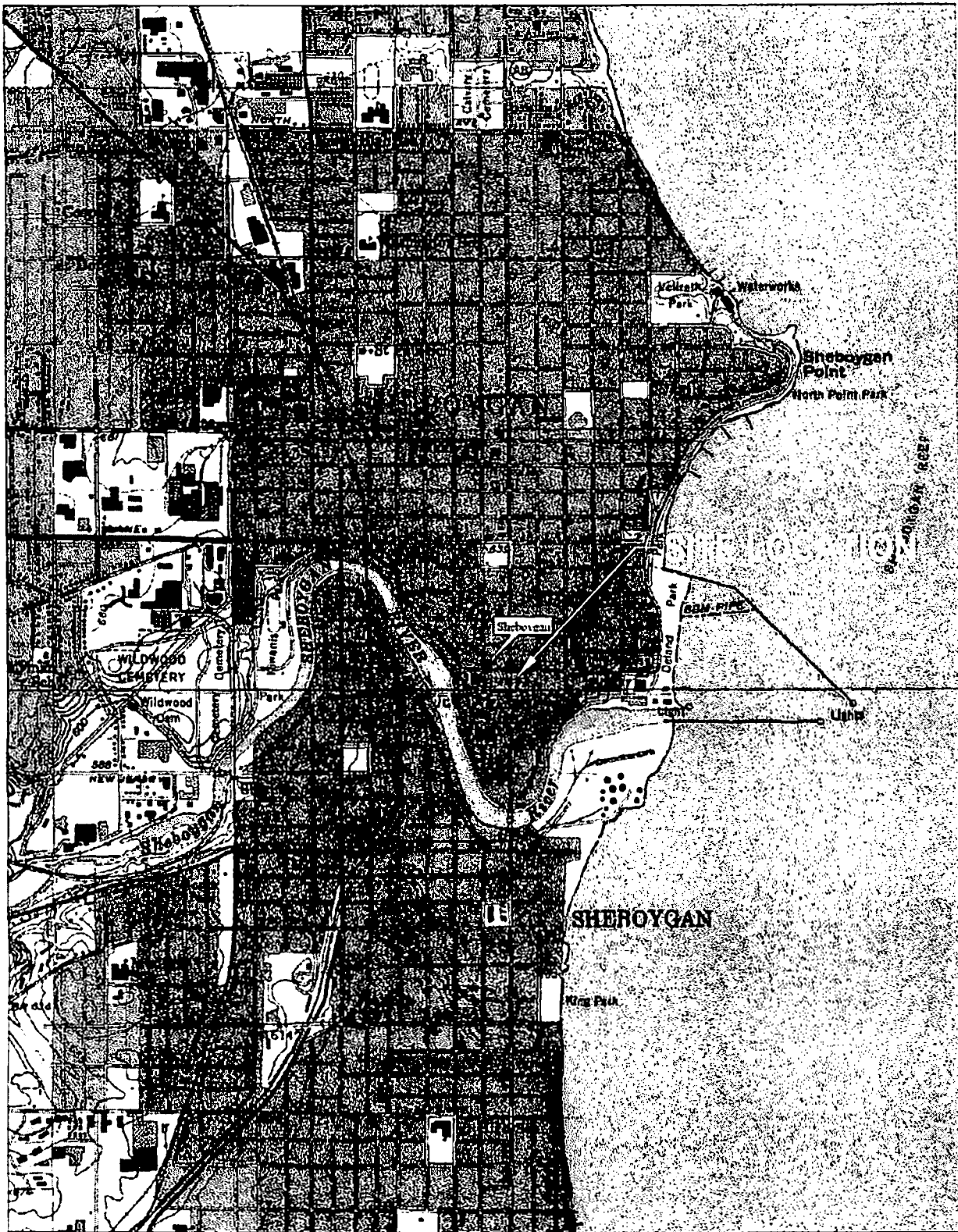


Travis W. Peterson

Project Manager, Environmental Scientist

**Attachments**

Cc: Mr. Chad Pelishek, Development Manager, City of Sheboygan-Dept. of City Development  
Mr. Joel Sandee, Executive Vice President Commercial Lending, Community Bank & Trust

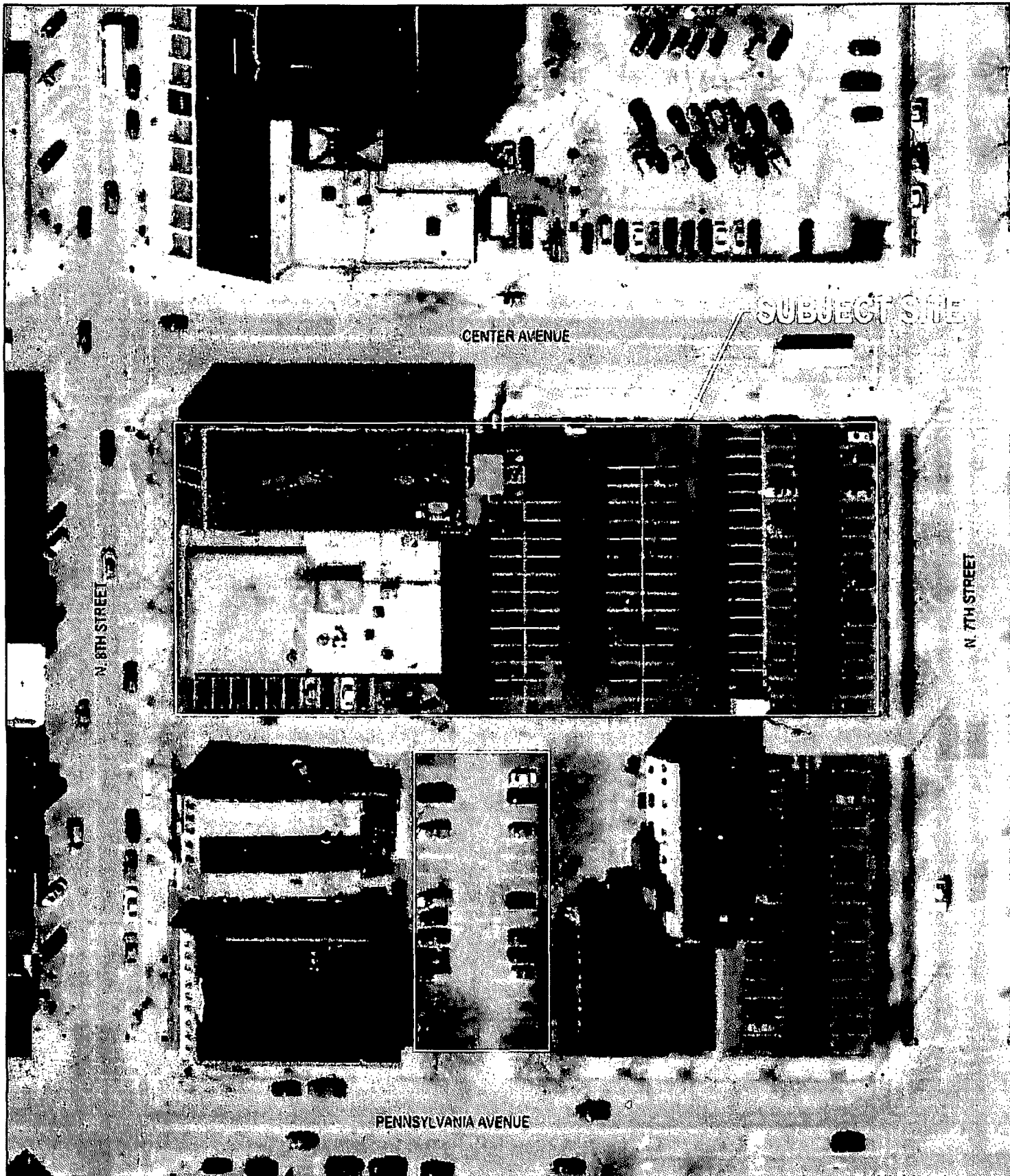





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www.delorme.com



SHEET: <b>SITE LOCATION MAP</b>	1 OF 26
PROJECT: <b>RAMADA INN PHASE I ESA</b>	
LOCATION: <b>723 CENTER AVENUE, SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN</b>	
DESIGNED BY: TAP	CHECKED BY: TEH
DRAWN BY: TAP	DATE: 11/11/03
PROJECT NO.: 03-0010	REVISION DATE:

SCALE: AS SHOWN



 <p><b>KAPUR &amp; ASSOCIATES, INC.</b> CONSULTING ENGINEERS</p> <p>1100 W. WISCONSIN AVENUE SHEBOYGAN, WISCONSIN 53081 TEL: 920.451.1100 WWW.KAPURANDASSOCIATES.COM</p>	SHEET <b>AERIAL PHOTOGRAPH</b>	FIGURE <b>2</b>	NORTH ARROW 	SCALE 
	PROJECT <b>KCU RAMADA INN ENVIRONMENTAL INVESTIGATION</b>			
	LOCATION <b>723 CENTER AVENUE, SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN</b>			
DRAWN BY: TWP	CHECKED BY: TWP	ENR. REVISED BY: TWP	PROJECT NO.: 12027801	DATE: 02/12/2010

## Richards, Sue

---

**From:** Alderperson David Van Akkeren  
**Sent:** Tuesday, August 28, 2012 5:15 PM  
**To:** Richards, Sue  
**Subject:** FW: No Parking Signage

Can you add this to council agenda to be referred, thank you.  
Ald. Van Akkeren

---

**From:** Brian Wiginton [madmurph1@att.net]  
**Sent:** Tuesday, August 28, 2012 3:07 PM  
**To:** Alderperson David Van Akkeren  
**Cc:** Alderperson Darryl Carlson; Alderperson William Wangemann; Alderperson Susan Lessard; Alderperson Joseph Heidemann  
**Subject:** Re: No Parking Signage

Am I safe to assume everybody received this e-mail over a month ago? I did not receive any responses.

---

**From:** Brian Wiginton <madmurph1@att.net>  
**To:** [david.vanakkeren@ci.sheboygan.wi.us](mailto:david.vanakkeren@ci.sheboygan.wi.us)  
**Cc:** [darryl.carlson@ci.sheboygan.wi.us](mailto:darryl.carlson@ci.sheboygan.wi.us); [william.wangemann@ci.sheboygan.wi.us](mailto:william.wangemann@ci.sheboygan.wi.us); [susan.lessard@ci.sheboygan.wi.us](mailto:susan.lessard@ci.sheboygan.wi.us); [josephheidemann@ci.sheboygan.wi.us](mailto:josephheidemann@ci.sheboygan.wi.us)  
**Sent:** Tue, July 24, 2012 4:27:11 PM  
**Subject:** No Parking Signage

Public Protection & Safety Committee Members:

This e-mail is regarding the no parking zone in the 2600 block of North 6th Street.

Approximately one year ago, Aurora Sheboygan Memorial Medical Center added a small parking lot in the 2600 block of North 6th Street for it's new Sport's Medicine Institute. The west (and east) side of this street is posted "No Parking Any Time".

Since the opening of the Sport's Medicine Institute, patients have parked in violation of the no parking restriction on the west side of North 6th Street on a regular basis. This is not an all day long problem, but it does occur daily, usually multiple times per day.

I believe some confusion is caused due to the fact that Aurora painted approximately ten feet of the curb yellow. Motorists believe they are able to park on the street as long as they are not parked along the yellow curb. In addition, Aurora has posted a sign next to the street that reads "Do Not Block Parking Spaces Between Signs." This sign leads people to believe they can park on the street as long as they do not block the parking spaces in the small, patient parking lot. When vehicles are parked on the street in violation of the no parking zone, it makes it difficult to back out of my driveway and especially difficult if I am leaving with my boat or camper.

A simple solution to this problem would be to eliminate the yellow painting on the curb, and the sign that Aurora placed AND the placement of one additional "No Parking Any Time" sign by the Public Works Dept. I don't believe that it would be unreasonable to request at a minimum, that an additional "No Parking Any Time" sign be placed at this location, if Aurora does not agree to remove their sign and yellow painting from the curb.

The ideal location for the additional "No Parking Any Time" sign would be near the electrical pole which is located approximately 50 feet to the south of the currently placed "No Parking Any Time" sign.

I appreciate your time with this matter.

Sincerely,

Brian Wiginton  
2647 North 6th Street  
457-5816

**II**

R. O. No. \_\_\_\_\_ - 12 - 13. By PURCHASING AGENT. September 4, 2012.

Submitting an estimated value of the costs associated with the contract for provision of annual bio-metric screenings for all city employees covered by the City provided health plan with the screenings to be provided by Interra Health, Inc.

The contract is based upon a minimum of 315 employees participating in the screenings. Assuming full participation the value of this contract is estimated to be \$28,000.

The requirement for competitive bidding is waived under the exemption provided in Ordinance 2-338 of the City code, allowing the city to purchase in cooperation with other units of government.

These screenings have been shown to play a role in the containment or reduction of health care insurance costs over a period of years.

Respectfully submitted,

Bernard R. Rammer

II

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

AMENDED SUMMONS

Case No. 12-CV-0208

Plaintiff,  
vs.

The Honorable  
Angela Sutkiewicz

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

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

Defendant,

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

*MMW  
22 Aug 12*

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

Added Defendants.

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

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 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.

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

AMENDED COMPLAINT

Case No. 12-CV-0208

Plaintiff,  
vs.

The Honorable  
Angela Sutkiewicz

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

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

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.

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.

FHA Wisconsin Fixed Rate Note - 10/95  
-1R(WI) 196011.01  
VMP MORTGAGE FORMS - 18001521-7291  
Page 1 of 2  
Initials: *WAF*



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	<i>Virginia L. Fischer</i> VIRGINIA L. FISCHER	_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower

# MORTGAGE

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

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

FHA Wisconsin Mortgage - 4/96

VMP-4R(WI) (9606)

VMP MORTGAGE FORMS (800) 621-1291

Page 1 of 8

initials *VLF*



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*

*KAF*  
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.

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

9. **Grounds for Acceleration of Debt.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Condominium Rider

Planned Unit Development Rider

Growing Equity Rider

Graduated Payment Rider

Other [specify]

ARM RIDER

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:

\_\_\_\_\_ (Seal) *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

My Commission Expires: 04/25/04  
 (Seal)

(person acknowledging)  
*Eugene J. Hickey*  
 Notary Public, State of Wisconsin  
 EUGENE J. HICKEY  
 This instrument was prepared by  
 WELLS FARGO HOME MORTGAGE, INC  
 LISA M VAN DEN HEUVEL



## 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

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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

U.S. Bank National Association  
4801 Frederica Street  
Owensboro, KY 42301

Plaintiff

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

DO NOT WRITE IN THESE SPACES

SUMMONS

Case No:

12CV0724

vs

Case Code: 30404

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

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

Unknown Tenants  
1922 North 22nd Street  
Sheboygan, WI 53081

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Defendants

SHEBOYGAN COUNTY  
WISCONSIN  
12 JUN 17 12:09  
CLERK CIRCUIT COURT  
FILED

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 6th day of August, 2012



**Matthew V. Plummer**  
Blommer Peterman, S.C.  
State Bar No. 1072716  
165 Bishops Way, Suite 100  
Brookfield, WI 53005  
262-790-5719  
matthew@blommerpeterman.com

*S. ST. GEORGE*  
Process Server:  
Time: *9:53 AM* Date: *8-27-12*  
Address of Serve:

Person Served:  
*SUSAN RICHARDS*  
Person                      Substitute  
Posted                      Corporate

U.S. Bank, National Association  
4801 Frederica Street  
Owensboro, KY 42301

Plaintiff

COMPLAINT

Case No: **12CV0724**

vs

Case Code: 30404

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

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

Unknown Tenants  
1922 North 22nd Street  
Sheboygan, WI 53081

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Defendants

SHEBOYGAN COUNTY  
WISCONSIN  
12 AUG 17 PM 2:29  
CLERK CIRCUIT COURT  
FILED

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 U.S. Bank National Association is a foreign corporation with offices located at 4801 Frederica Street, Owensboro, KY 42301. U.S. Bank National Association is the plaintiff in this action as it is the current mortgagee of record.
2. That Estate of Barbara J. Janke is a party to this action by virtue of any interest it may have in the subject property. Upon information and belief, Penny L. Prue, who resides at 616 Bluff Avenue, Sheboygan, WI 53083, is the Personal Representative for the Estate of Barbara J. Janke. That Barbara J. Janke is deceased and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of Barbara J. Janke, 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 Unknown Tenants are a party to this action by virtue of any leasehold interest they may have in the subject property.
5. That City of Sheboygan is a party to this action by virtue of a Junior Mortgage between Barbara J. Janke, mortgagor, and City of Sheboygan, mortgagee, dated



November 17, 2000 and recorded November 17, 2000 as document number 1583807 in the amount of \$3,350.00. Said mortgage was subordinated by Subordination Agreement recorded August 17, 2009 as document number 1885316.

6. On or about August 7, 2009 for value received, Barbara J. Janke executed and delivered to the original lender, U.S. Bank N.A., a note in writing dated that date and thereby promised to pay interest on the principal balance of \$75,363.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank, N.A. which mortgage was recorded August 17, 2009 as document number 1885315. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to U.S. Bank National Association, by an assignment recorded on July 31, 2012 as document number 1949363. A copy of said assignment is attached to this complaint as Exhibit "C".
9. 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 February, 2012 and subsequent payments and owes a principal balance of \$67,006.81 accruing interest at the current rate of 6.00000 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.
10. 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.
11. The property consists of a Single Family Property known as 1922 North 22nd Street, Sheboygan, WI 53081. The property does not constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

Lot 2, Block 3 of High School Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

12. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
13. 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 846.103 of the Wisconsin Statutes which calls for a three (3) 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 defendant 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 6th day of August, 2012



---

**Matthew V. Plummer**  
Blommer Peterman, S.C.  
State Bar No. 1072716  
165 Bishops Way, Suite 100  
Brookfield, WI 53005  
262-790-5719  
matthew@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, 165 Bishops Way, Suite 100, Brookfield, WI 53005. 262-790-5719

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

Wisconsin

NOTE

FHA Case No.

AUGUST 7, 2009

[Date]

1922 N 22ND ST, SHEBOYGAN, WISCONSIN 53081

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means U.S. BANK N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SEVENTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND NO/100

Dollars (U.S. \$ 75,363.00), 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 NO/1000 percent (6.000%) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on OCTOBER 1, 2009. Any principal and interest remaining on the first day of SEPTEMBER 2024, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. BOX 20005, OWENSBORO, KY 42304-0005

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. \$ 635.95. 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.

FHA Wisconsin Fixed Rate Note - 10/95

VMP-1R(WI) (0404)

VMP Mortgage Solutions, Inc. (800)521-7291

Initials

BJ



**(D) Allonge to this Note for payment adjustments**

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

Graduated Payment Allonge     Growing Equity Allonge     Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

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

**6. BORROWER'S FAILURE TO PAY**

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

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR AND NO/100** percent ( **4.00** %) 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	<i>Barbara J Janke</i> BARBARA J JANKE	_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower

Pay to the order of

[Sign Original Only]

Without Recourse  
U.S. Bank N.A.  
*Teresa Bulver*  
Teresa Bulver  
Vice President

# MORTGAGE

1 8 8 5 3 1 5

SHEBOYGAN COUNTY, WI  
RECORDED ON  
08/17/2009 12:06PM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

DOCUMENT NUMBER

NAME & RETURN ADDRESS

U.S. BANK N.A.  
1550 AMERICAN BLVD EAST  
BLOOMINGTON MN 55425

RECORDING FEE: 27.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 9  
TRANS # 137553  
# OF PAGES: 9

PARCEL IDENTIFIER NUMBER

59281620300

{Space Above This Line For Recording Data}

State of Wisconsin

FHA Case No.

MIN 100021278917769783

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 7, 2009**  
The Mortgagor is

**BARBARA J JANKE (UNMARRIED)**

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

U.S. BANK N.A.

("Lender") is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and has an address of **4801 FREDERICA STREET, OWENSBORO, KY 42301**

. Borrower owes Lender the principal sum of

**SEVENTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND NO/100**

Dollars (U.S. \$ **75,363.00** ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2024**

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns)

FHA Wisconsin Mortgage with MERS - 4/96  
Wolters Kluwer Financial Services  
VMP 4N(WI) (0306)02

Page 1 of 9

Amended 2/07  
Initials *[Signature]*



and to the successors and assigns of MERS, with power of sale, the following described property located in  
SHEBOYGAN County, Wisconsin:

LOT 2, BLOCK 3 OF HIGH SCHOOL SUBDIVISION OF THE CITY OF  
SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A HOMESTEAD PROPERTY.

which has the address of 1922 N 22ND ST [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or cancelling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

**9. Grounds for Acceleration of Debt.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Condominium Rider  
 Planned Unit Development Rider

Growing Equity Rider  
 Graduated Payment Rider

Other [specify]

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

Witnesses:

\_\_\_\_\_

*Barbara J Janke* (Seal)  
BARBARA J JANKE -Borrower

\_\_\_\_\_

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

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

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

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

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

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

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

STATE OF WISCONSIN,

*Sheboygan*

County ss:

The foregoing instrument was acknowledged before me this *8/7/09*  
by **BARBARA J JANKE (UNMARRIED)**

My Commission Expires:

*7-15-12*

*Hollie R. O'Neil*

Notary Public, State of Wisconsin

This instrument was prepared by:

**KRIS WERNER  
U.S. BANK N.A.  
16900 WEST CAPITOL DRIVE  
BROOKFIELD, WI 53005**

**HOLLIE R. O'NEIL  
NOTARY PUBLIC  
STATE OF WISCONSIN**

STATE BAR OF WISCONSIN FORM 14- 1998  
ASSIGNMENT OF MORTGAGE

Document Number

Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank N.A. for a valuable consideration assigns to U.S. Bank National Association the Mortgage executed by Barbara J. Janke to Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank N.A. on August 7, 2009 and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin, on August 17, 2009 as Document Number 1885315.

**1949363**  
**SHEBOYGAN COUNTY, WI**  
**RECORDED ON**  
**07/31/2012 1:39 PM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**EXEMPTION #**  
**Cashier ID: 9**  
**PAGES: 1**

Said Mortgage secures an original principal balance of \$75,363.00

For information purposes only:  
Address: 1922 North 22nd Street, Sheboygan, WI 53081

Recording Area  
Name and Return Address  
Blommer Peterman S.C.  
165 Bishops Way, Suite 100  
Brookfield, WI 53005  
U.S. Bank National Association v Janke

59281620300  
Parcel Identification Number (PIN)

Lot 2, Block 3 of High School Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

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

Dated this 26 day of July, 2012.

Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank N.A.

Dana Bowman

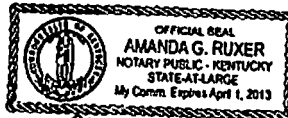
\*BY: Dana Bowman  
Assistant Secretary

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**ACKNOWLEDGMENT**

State of KENTUCKY  
County of DAVIESS



Personally came before me this 26 day of July, 2012  
the above named

Dana Bowman, Assistant Secretary

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

Amanda G. Ruxer

Notary Public, State of KENTUCKY

TITLE: MEMBER STATE BAR OF WISCONSIN

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

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

My Commission is permanent.  
(If not, state expiration date: April 1 2013)

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





**Sheboygan County Courthouse**  
615 North Sixth Street  
Sheboygan Wisconsin  
WI 53081

**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 Courthouse**  
**615 North Sixth Street**  
**Sheboygan Wisconsin**  
**53081**

**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): 12 CV

Name of Homeowner(s): Estate of Barbara Janke

Property Address: 1922 North 22nd 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: U.S. Bank, National Association as servicer for U.S. Bank National Association

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

\_\_\_\_\_

**Bylaws of**  
***Sheboygan Harbor Centre Business Improvement District***  
August 21, 2012

**Article 1: Name and Office**

The name of the business improvement district shall be Sheboygan Harbor Centre Business Improvement District. The office of the District shall be at 621 South 8th Street, Sheboygan, WI 53081 Hereafter, the Board of the District may determine another location. As used herein, "District" shall refer to the organization of members defined below and shall include the property located within the physical boundaries of the business improvement district as defined as the Harbor Centre Business Improvement District Operating Plan, "Plan", as amended from time to time.

**Article 2: Purpose and Powers**

It shall be the purpose of the District to perform all acts authorized by statute for a business improvement district, including but not limited to redeveloping, developing, managing and promoting the District as authorized by Wisconsin State statute. The District shall work to retain existing business uses and attract new businesses and other uses to the District and to otherwise implement the Plan. The District board shall have all powers necessary or convenient to implement the Plan, including the power to contract.

**Article 3: Members**

Owners of real estate and tenants in the real estate included in the District, upon whom assessments are levied by the City of Sheboygan acting in association with the District, for the purpose of funding the District's operating and program costs, shall be identified as "Members" of the District although they are not members of the Board of the District. Membership terminates when a Member ceases to have an interest in real estate in the District, whether as an owner of real estate or tenant. All members shall have the right to vote on any issue that is placed before the members by the Board of Directors of the Harbor Centre BID.

**Article 4: Meetings**

Section 1. An annual meeting of the membership shall be held in each calendar year at such time and place as may be determined by the Board of Directors for the purpose of transacting such business as may be properly brought before the meeting.

Section 2. Special meetings of the membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the chairman or the Board of Directors either at their own request or upon written petition by at least 10 members.

Section 3. Written and electronic notice of every meeting of the membership, stating the place, date, and hour of the meeting, shall be given either personally or by written mail and e-mail to each member not less than 15 or more than 30 days before the date of the meeting. If mailed, such notice shall be deemed delivered when deposited in a U.S. Postal Service depository with postage thereon prepaid, addressed to the members at their addresses as they appear on the membership roster. Attendance of a member at the membership meeting shall constitute a waiver of notice of such meeting, or manner in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection to the transaction of any business. Other interested parties shall be given such notice of meetings as the Board of Directors shall deem appropriate.

Section 4. Ten (10%) percent of the members present in person shall constitute a quorum for the transaction of business at all meetings of the members. If a quorum is not present at any meeting of the membership, a majority of the members entitled to vote thereat, present in person may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each member.

Section 5. When a quorum is present at the meeting, the vote of a majority of the members present in person shall decide any questions brought before such meetings, unless these Bylaws require a different vote, in which case such express provisions shall govern and control the decision.

Section 6. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in order of conflict with these Bylaws. The order of business may be altered or suspended at any meetings by a majority of the members present.

#### **Article 5: District Board**

Number and Designation: The affairs of the District shall be managed by the District Board, as identified in the Plan. The existing Board, shall nominate a candidate(s) to fill each vacancy in the Board to the Mayor. The Board shall consist of 11 members appointed for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; five property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Term of Board Members: Appointment to the Board shall be for a period of two years. Each Board member's term shall expire on September 30. Each director shall hold office for such director's term and until his or her successor shall have been appointed or until his or her prior death, resignation, or removal.

The board of directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute or deliver any instrument in the corporation's name and on its behalf. The authorization may be general or confined to specific instruments. When an instrument is so executed, no other party to the instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers, or agent or agents.

Board Meetings: At all meetings of the Board, a majority of the voting members thereof shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting from time to time, until a quorum shall be present. All Board members are expected to actively participate in the meetings and to notify the Chairperson or designee if unable to attend. Missing three consecutive regularly scheduled meetings without prior notification shall be grounds for removal from the board. All votes of the Board shall be by simple majority of Board members present at a meeting. Roberts Rules of Order shall govern the parliamentary procedures at all meetings of the Board.

Resignation, Removal, and Vacancy: A Board member may resign by submitting a written resignation letter with the Secretary. Any Board member may be removed by an affirmative vote of 60% of the total Board whenever, in its judgement, the best interests of the District would be served thereby, after notice and opportunity for a hearing are afforded the Board member in question. Upon a vacancy on the Board, the Board shall request the Mayor to appoint a replacement nominated by the Board.

## **Article 6: Officers**

Officers Generally: The officers of the District shall be Chairperson, Vice Chairperson, Secretary, and Treasurer nominated and elected by the Board. The officers shall be Board members and shall be elected by the Board annually at the first regularly scheduled meeting of the Board subsequently to the appointment by the Mayor and confirmation by the Common Council of the new Board members.

The officers shall serve at the pleasure of the Board. Term of office shall be two years, but a District officer shall remain empowered until the appointment of such party's successor. An officer can serve in the same capacity as in the previous year if so appointed.

Any officer elected or appointed by the Board may be removed by an affirmative vote by 60% of the total Board whenever, in its judgement, the best interests of the District would be served thereby.

Chairperson: The Chairperson shall preside at all meetings of the Board and the Members. In general, the Chairperson shall perform all the duties incident of the office of Chairperson and such other duties that may arise from time to time as prescribed by the Board.

Vice-Chairperson: In the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice-Chairperson shall perform other duties as from time to time be assigned by the Chairperson or Board.

Secretary: The Secretary shall keep the permanent minutes of the meetings or oversee this function of the Board and of the Members in one or more books provided for that purpose; see that all notices are duly given in accordance with the provision of these bylaws, or as required by law; be custodian of the records; keep a register of the name and address of each Member; and, in general perform all the duties incident to the office of Secretary and such other duties as may be assigned from time to time by the Chairperson.

Treasurer: The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the District. The Treasurer shall perform all the duties incident to the office of Treasurer and such duties as from time to time may be assigned by the Chairman or the Board. The Treasurer and Chairperson shall prepare annual operating budgets showing income and anticipated expenses and they shall be presented to the Board for approval.

#### **Article 8: Committees**

There shall be such standing committees as the Board may determine. Each committee shall consist of such members appointed by the Board, and shall have as chairperson a member of the Board of Directors of the BID who shall be responsible for directing and coordinating the affairs of the committee.

#### **Article 9: Financial**

The members of the Executive Committee, District Manager, Chairperson, Vice Chair, Secretary and Treasurer are authorized on behalf of the District to open such bank accounts, checking accounts, or other accounts with a financial institution as the District Board may authorize. Any two of the above named may execute withdrawal orders in connection with any such account.

All invoices for goods supplied or services rendered to the District shall be approved for payment by the District Manager and payment will be made by procedures established by the Chairperson and Treasurer.

#### **Article 10: Fiscal Year**

The fiscal year of the District will be the calendar year.

**Article 11: Non-profit and Non-partisan**

The District shall be non-profit, non-partisan, and non-sectarian and shall take no part in or lend its influence, facilities, either directly or indirectly, to the nomination, election or appointment of any candidate for public office in the City, County, State or Nation.

**Article 12: Amendment of Bylaws**

These bylaws may be amended to the extent not in conflict with Sec. 66.608 WI Stat. or any Plan, by an amendment adopted by a simple majority of the District Board members upon prior written or electronic notice to the Board.

**Article 13: Member and Officer Liability**

The District Board members and its officers shall not be liable to members of the District or owners or occupants of property within the District arising out of or related to the creation or existence of the District or the Board or for any mistake of judgement, failure to adhere to the provisions of any Plan or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the Board members and officers shall have no personal liability with respect to any contract made by them on behalf of the District.

**Article 14: Termination of Organization**

If and upon the dissolution of the Sheboygan Harbor Centre Business Improvement District, said dissolution shall be done in accordance with section 66.1109 of WI Stat.

AUG 23 '12 PM 11:08

Date 8-23-2012

My name is Daniel J Willey.

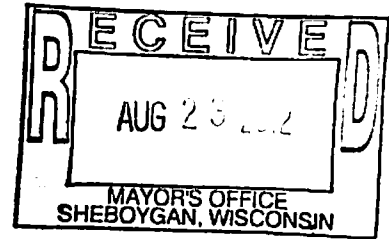
I am requesting a waiver to the Sexual Residency Requirements so I may live at 2031 N 12th

Street Sheboygan WI.

Signature Daniel J Willey

Phone No 518-224-3689

SEND  
TO  
CLERK  
FOR  
S. G



8/23/12

I would like to present to the Salary and Grievance Committee an issue regarding my seniority with the City of Sheboygan and the most recent assignment of a full time 1<sup>st</sup> shift opening in dispatch at the Sheboygan Police Department.

In November or December of 2011 HR came to our department to discuss the newly adopted benefits package, as well as advising that the City of Sheboygan would now be going to an at will, merit system. They further advised in that meeting that seniority would be based on date of hire with the City of Sheboygan.

During that meeting I had questioned Chief Domagalski regarding my seniority, as well as another girl's seniority who is in a similar situation. He advised that he would think about that and get back to us. We never formally heard back from the Chief, however, I noticed that mine, as well as the other girl's seniority rank had changed on our daily roster to reflect our seniority by date of hire.

Prior to the adoption of the new at will, merit system by the City of Sheboygan, in a separate police addendum of the union contract, the language for dispatch had been that seniority would be based on the date you entered dispatch, not by date of hire. This language was created due to the "bumping rights" clause, also in the contract, and it was their opinion that they did not want someone from a different department to bump a dispatcher out of their position due to the complexity of learning this position. However, the union neglected to state any language regarding a person from the same department moving into dispatch. Therefore, my seniority was based on the date I entered dispatch, and my time of 4 years of prior related experience in the Sheboygan Police Department was not accounted for.

This issue has come up numerous times throughout my 21 years of service with the City of Sheboygan Police Department, both part time and full time, and I have questioned its validity each and every time. This is a unique circumstance and I am looking for a definitive answer on where I belong regarding seniority, as well as the assignment of the 1<sup>st</sup> shift dispatch opening.

Sincerely

Mary Burkard

889-1262

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 14<sup>th</sup>  
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 8<sup>th</sup> 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**

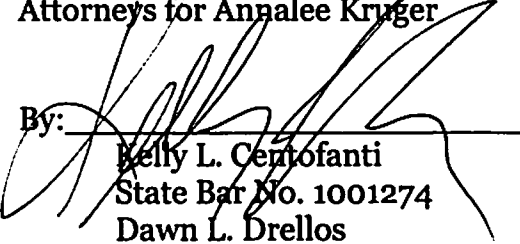
left facial area, damage to her left eye, loosened teeth and impairment of jaw function, and injury to her hip, ribs and left side. She subsequently underwent two surgeries to repair the fracture in her face. She is scheduled for a third surgery, this one for her left eye. Her left eye does not close 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 28<sup>th</sup> 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](mailto:klc@centofantilaw.com)

II

R. O. No. \_\_\_\_\_ - 12 - 13. By CITY PLAN COMMISSION. September 4, 2012.

Your Commission to whom was referred Gen. Ord. No. 21-12-13 and R. O. No. 115-12-13 amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at parcel #215096 (north of Erie Ave, west of N. 29<sup>th</sup> St., south of Wilgus Ave., and east of N. Taylor Dr.) from Class UR Urban Residential to Class SC Suburban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 28, 2012, and after due consideration, recommends approval of the Ordinance.

---

Development Manager

Lies over  
to  
Sept 17th

III



7.1

Gen. Ord. No. 21 - 12 - 13. By Alderpersons Kath and Lewandoske.  
August 20, 2012.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located north of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096) from Class UR Urban Residential to SC Suburban Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UR Urban Residential to SC Suburban Classification:

Property located north of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096)

Section 21, T15N, R23E, Lot 3 of a CSM recorded in Volume 24, pages 244-246 located in the east half of Section 21, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

*City Plan*

54

X

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.

Julie Kath  
Scott Lewandowski

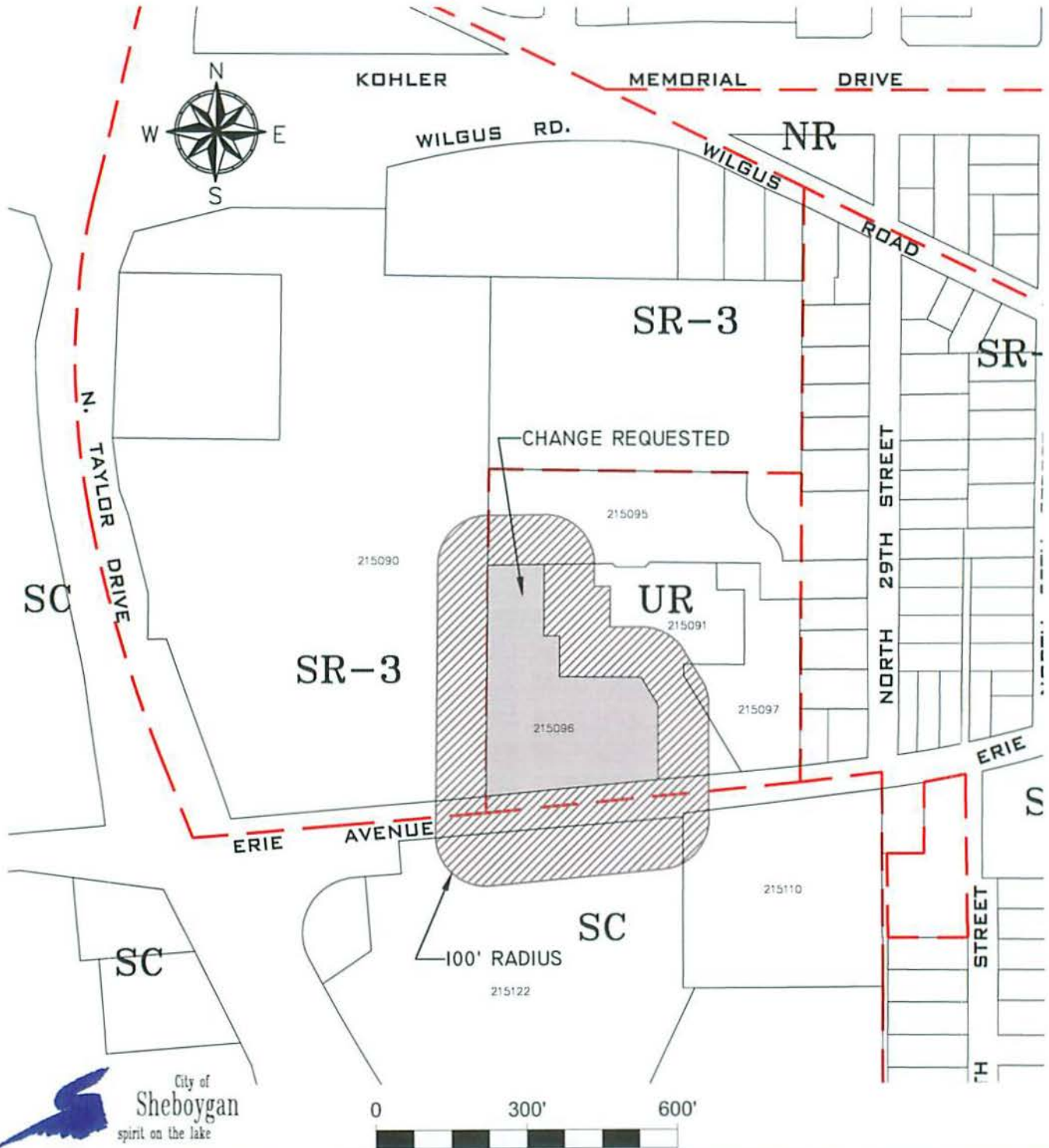
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

# PROPOSED ZONING CHANGE URBAN RESIDENTIAL TO SUBURBAN COMMERCIAL SECTION 21, T.15N., R.23E.

LOT 3 OF A CSM RECORDED IN VOLUME 24, PAGES 244-246  
LOCATED IN THE EAST HALF OF SECTION 21, T.15N., R.23E. IN  
THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.



II

4.6

R. O. No. 115 - 12 - 13. By CITY CLERK. August 20, 2012.

Submitting an application from Steven Schmitt, Jos. Schmitt & Sons, for an amendment of the Official Zoning Map to change the Zoning District Classification from UR Urban Residential to SC Suburban Commercial for property located north of Erie Ave., west of N. 29<sup>th</sup> St., south of Wilgus Ave. and east of N. Taylor Dr. (Parcel #215096).

*City Plan*

*Susan Richards*  
City Clerk

1/4

II

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: 121454  
FILING FEE: **\$200.00** (Payable to City of Sheboygan)

AUG 7 '12 AM 11:47

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: STEVEN SCHMITT PHONE NO.: (920) 457-4426  
ADDRESS: 2104 UNION AVE E-MAIL: sschmitt@jschmitt.ce  
OWNER OF SITE: JOS SCHMITT & SONS PHONE NO.: (920) 946-0991

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: LOT 3, SEE ATTACHED DRAWING

LEGAL DESCRIPTION: SEE ATTACHED DRAWING

PARCEL NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: UR

PROPOSED ZONING DISTRICT CLASSIFICATION: SC

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: VACANT

LOT

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: OFFICE /

RETAIL

Parcel #

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? CONSISTANT WITH PROPERTIES

TO THE WEST & SOUTH

\_\_\_\_\_

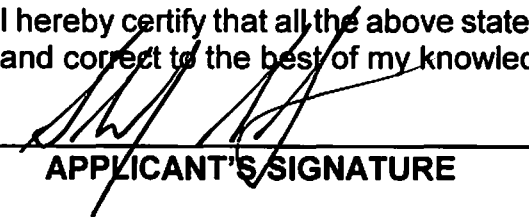
\_\_\_\_\_

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

CONSISTANT WITH PROPERTIES TO THE WEST  
& SOUTH AND WITH THE USE OF DETAIL &  
OFFICE USE

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

7/20/2017  
\_\_\_\_\_  
DATE

STEVEN J SCHMITT  
\_\_\_\_\_  
PRINT ABOVE NAME

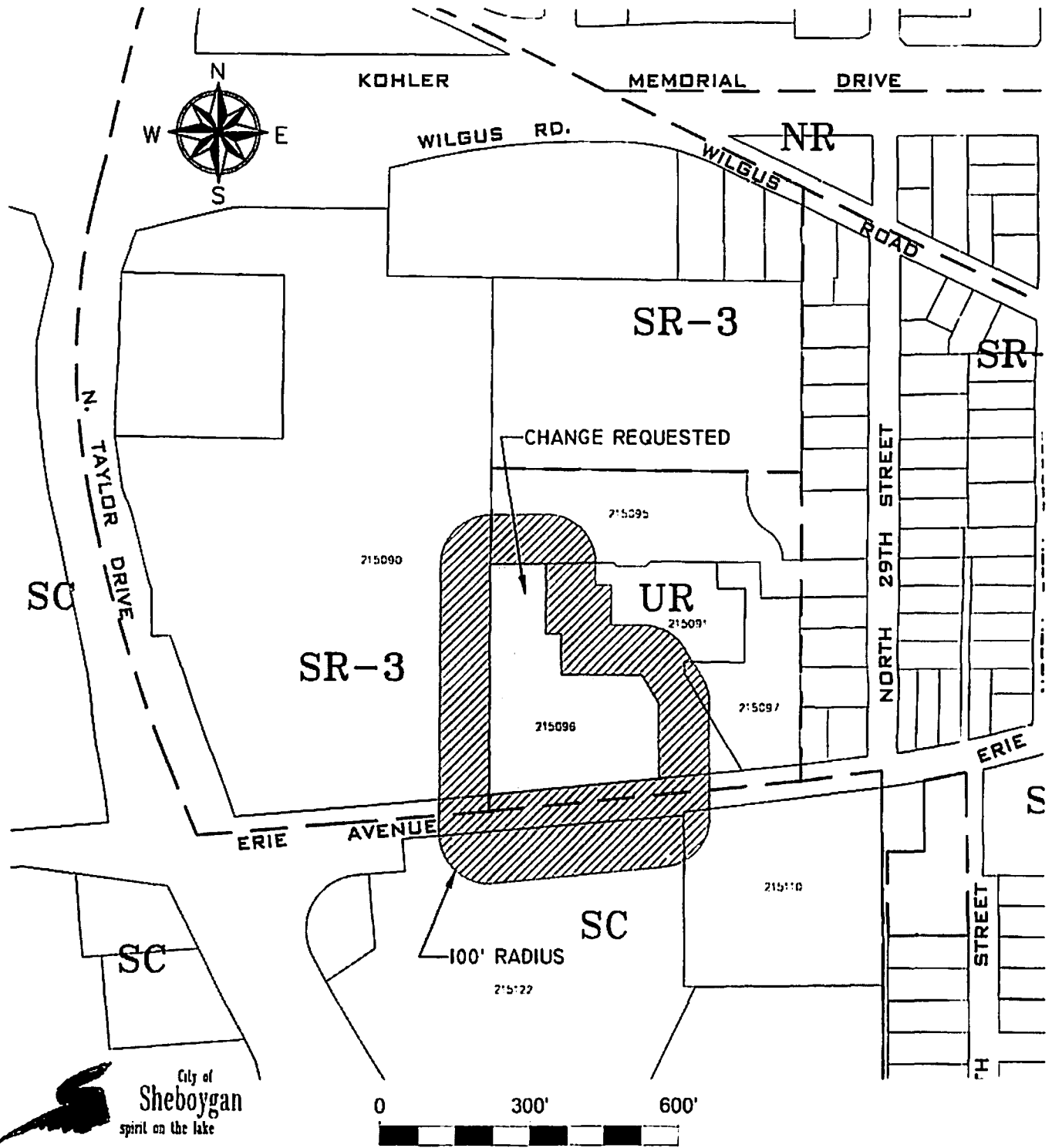
#### APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED ZONING CHANGE URBAN RESIDENTIAL TO SUBURBAN COMMERCIAL SECTION 21, T.15N., R.23E.

LOT 3 OF A CSM RECORDED IN VOLUME 24, PAGES 244-246  
LOCATED IN THE EAST HALF OF SECTION 21, T.15N., R.23E. IN  
THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.

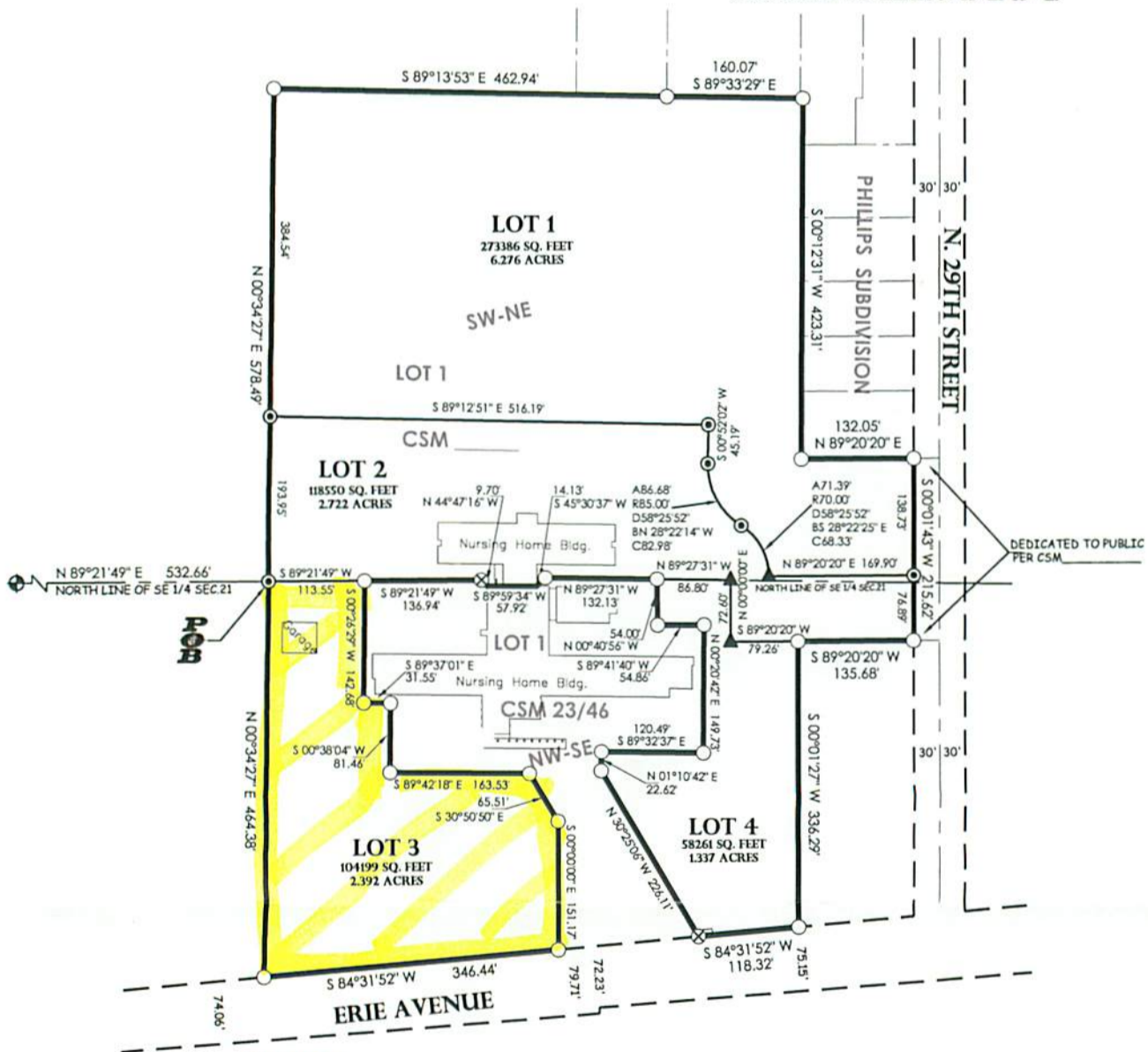


# SHEBOYGAN COUNTY CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP FOR JOSEPH SCHMITT CONSTRUCTION, BEING LOT 1 OF CERTIFIED SURVEY MAP VOLUME 23, PAGE 46, AND BEING LOT 1 OF CERTIFIED SURVEY MAP VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, LOCATED IN PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , AND IN PART OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , ALL IN SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

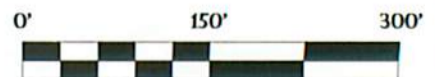
## BASE FOR BEARING

IS THE NORTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST. RECORDED TO BEAR N 89°21'49" E.



## LEGEND

- ⊙ 1" I.D. X 18" IRON PIPE SET WEIGHING 1.68 LBS/LIN. FT.
- ⊕ COUNTY MONUMENT FOUND
- 1" I.D. IRON PIPE FOUND
- ▲ MAG NAIL SET
- ⊗ CROSS CUT "X" FOUND



SCALE 1" = 150'



Point of Beginning

Land Surveying  
Engineering  
**Scott Groholski, RLS #2281**  
5709 Windy Drive, Suite D  
Stevens Point, WI 54481  
715.344.9999(Ph) 715.344.9922(Fx)

THIS INSTRUMENT WAS DRAFTED BY TRAVIS PLANTICO  
AND DRAWN BY SCOTT GROHOLSKI

FIELD BOOK SR FBI PAGE 1-4

JOB # 10.

SHEET 1 OF 2 SHEETS



# III

Subs. of Res. No. 59 - 12 - 13.

By Alderpersons Bohren and Hammond.  
September 4, 2012.

A RESOLUTION providing for staff assistance to the Committee of the Whole.

WHEREAS, the five standing committees of the common council have traditionally been provided with staff assistance from the respective departments over which the committees have general budgetary oversight; and

WHEREAS, the Committee of the Whole has not traditionally been provided such assistance; and

WHEREAS, the lack of such staff assistance for the Committee of the Whole has placed an undue burden on the Chairperson of the Committee of the Whole and the efficient functioning of the Committee; and

WHEREAS, with the exception of the 2011-2012 Council year, the average number of Committee of the Whole meetings over the past 5 years has been 6 or 7 meetings per Council year. Thus, providing staff assistance to the Committee of the Whole should not be a significant financial burden to the City of Sheboygan and may possibly encourage more Alderpersons to seek the important position as Chairperson of the Committee.

NOW, THEREFORE, BE IT RESOLVED: That commencing immediately, the Chief Administrative Officer shall provide for/make available staff assistance to the Committee of the Whole Chairperson in preparation of agendas, taking minutes and preparation and submittal of committee minutes to the City Clerk's Office, so as to promote the efficient functioning of said committee. One thousand dollars (\$1,000) will be added to the 2013 Council Budget to support this action.

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

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

III

5.2

Res. No. 59- 12 - 13. By Alderpersons Bohren and Hammond.  
August 20, 2012.

A RESOLUTION providing for staff assistance to the Committee of the Whole.

WHEREAS, the five standing committees of the common council have traditionally been provided with staff assistance from the respective departments over which the committees have general budgetary oversight; and

WHEREAS, the Committee of the Whole has not traditionally been provided such assistance; and

WHEREAS, the lack of such staff assistance for the Committee of the Whole has placed an undue burden on the Chairperson of the Committee of the Whole and the efficient functioning of the Committee; and

WHEREAS, with the exception of the 2011-2012 Council year, the average number of Committee of the Whole meetings over the past 5 years has been 6 or 7 meetings per Council year. Thus, providing staff assistance to the Committee of the Whole should not be a significant financial burden to the City of Sheboygan and may possibly encourage more Alderpersons to seek the important position as Chairperson of the Committee.

NOW, THEREFORE, BE IT RESOLVED: That commencing with the 2013-2014 Council year, the Chief Administrative Officer shall provide for/make available staff assistance to the Committee of the Whole Chairperson in preparation of agendas, taking minutes and preparation and submittal of committee minutes to the City Clerk's Office, so as to promote the efficient functioning of said committee.

5x6

*James A. Bohren*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

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

29

III

III



Res. No. \_\_\_\_\_ - 12 - 12. By Alderpersons VanderWeele, Donohue and Van Akkeren. September 4, 2012.

A RESOLUTION repealing Res. No. 50-08-09, passed by the Common Council on July 7, 2008, authorizing a City of Sheboygan residency requirement for all newly hired, including full-time and part-time, non-represented employees.

RESOLVED: That Res. No. 50-08-09, passed by the Common Council on July 7, 2008, authorizing a City of Sheboygan residency requirement for all newly hired, including full-time and part-time, non-represented employees is hereby repealed.

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

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

I

3.1

Com. No. 8 - 12 - 13. August 20, 2012.

Submitting a communication from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service?

The Common Council is going to face some difficult budgetary decisions. He would like to look at the ramifications of outsourcing this service.

It is his belief that the collection of garbage is not one of the services that local government should be providing. We have capable private companies that can provide excellent garbage collection. Does it make economic sense to do this?

Presented to the Common Council by Alderperson

John Belanger  
Belanger

Finance

P.W.

refer to Strategic  
Planning

# GARBAGE PRIVATIZATION

2013 CITY GARBAGE BUDGET:	\$1,655,802
COST PER HOUSEHOLD PER MONTH (16,088 HOUSEHOLDS):	\$8.58
PRIVATIZATION COST PER MONTH:	\$9.50

**BENEFITS**

- AVOID \$1,500,000 FOR PURCHASE OF NEW TRUCKS
- SELL EXISTING FLEET TO PRIVATE CONTRACTOR
- POTENTIAL TO HIRE CURRENT EMPLOYEES

**BUDGET IMPACT**

➤ 2013 GARBAGE BUDGET	\$1,655,802
➤ <u>ELIMINATION OF GARBAGE FEE</u>	- \$ 869,000
➤ SURPLUS FOR COUNCIL USE	\$ 786,802
➤ 2014 GARBAGE BUDGET	\$1,680,639
➤ ELMINATION OF GARBAGE FEE	\$ 869,000
➤ <u>ESTIMATED 2014 SHORTFALL</u>	- \$ 420,879
➤ SURPLUS FOR COUNCIL USE	\$ 390,760
➤ 2015 GARBAGE BUDGET	\$1,705,848
➤ <u>ESTIMATED 2015 SHORTFALL</u>	- \$1,718,647
➤ SHORTFALL	- \$ 12,799

**71% of Wisconsin cities and villages privatize their garbage collection.**

Source: "Local Public Services in Wisconsin: Alternatives for Municipalities". 452 cities and villages surveyed and 409 responded. Steven Deller, Professor and Community Development Economist UW Madison

II

Other matters

11.1

R. O. No. 94 - 12 - 13. By CITY CLERK. July 16, 2012.

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

*Law + Lic*  
*grant all licenses except hold; Konz, Morgan, Schiefelbein, Balassi, Escobar, Wicker*  
*8/30/12 - hold Morgan, Wicker and Balassi, Schiefelbein, Escobar, Wicker*  
*9/4/12 - deny Morgan, Wicker*

Susan Richards  
 City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1419	The Bunker	1138 Union Ave. - one-day event to be held 9/15/12 to include the parking lot to the west of the building.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2914	T & L's Northstar LLC	3004 N. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7956	Adhikari, Basudev	1441 Parkview Terrace
8103	Brunnbauer, Joel F.	708 N. Evans St.
9639	Dumovich, Steven L.	1734 N. 10 <sup>th</sup> St.
8429	Escobar, Panfilo	3025B N. 9 <sup>th</sup> St., #4
7392	Griesbach, Bradley S.	1540 N. 10 <sup>th</sup> St.
9643	Illarramendi, Mirella	1643 Andrae Cir.
9635	Jelovnik, John R.	902 N. 17 <sup>th</sup> St.
3336	Konz, Tracy J.	1918A N. 9 <sup>th</sup> St.
8926	Kraus, Andrew H.	27 Ashland Ave.
1685	Kraus, Jeanne E.	2410 North Ave.
9062	Kuznacic, Nichole L.	2110 N. 8 <sup>th</sup> St.
6985	Loberger, Kaylie N.	1226 S. 13 <sup>th</sup> St.
9638	Marquardt, Margaret K.	2128 S. 7 <sup>th</sup> St.
8947	Marsellis, Lynn M.	314A New York Ave.
2709	McKenzie, Daniel J.	7093 Hwy 67, Plymouth
9637	Morgan, Nicole M.	8 Algonquin Trl.
9642	Perronne, Tiffany J.	1039 Elm St., Cleveland
5217	Rishel, Kendall A.	1911 N. 12 <sup>th</sup> St.
9631	Schiefelbein, Aaron R.	728 St. Rd. 57, Lot 35, Plymouth
7354	Semsch, Saowanee	512A S. 13 <sup>th</sup> St.

II

Handwritten text, possibly a signature or name, located in the upper left quadrant of the page.

9641 Sheahan, Joseph M.	711 Woodview Ave., Sheboygan Falls
8901 Strahl, Robin K.	3024 N. 9 <sup>th</sup> St.
8215 Theune, Christopher A.	4919 Windward Ct.
8891 Timilsaina, Lekhanath	1441 Parkview Ter., #37
2331 Wollin, Kristopher A.	3201 S. 12 <sup>th</sup> St.

TAXICAB BUSINESS LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2912	Independent Cab	1219 Georgia Ave.
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6090	Allmann, Michele R.	2016 N. 8 <sup>th</sup> St.
5356	Balassi, Christos G.	508 N. 13 <sup>th</sup> St.
9313	Demeuse, Robert J.	4336 Lavalley Dr.
9326	Dergantz, Johnathan J.	2718 N. 27 <sup>th</sup> St.
9632	Phippen, Robert D.	1219 Georgia Ave.
9238	Ringel, Robert S.	1620 Cambridge Ave.
9630	Valvis, Christopher	508A N. 8 <sup>th</sup> St.
9633	Wicker, Verlin C.	2320 N. 36 <sup>th</sup> St.
8666	Woodward, Steve E.	619 W. Main St., Plymouth
9351	Yera, Javier F.	1127 N. 8 <sup>th</sup> St.

# III

Subs. of Res. No. 58 - 12 - 13. By Alderperson Heidemann.  
September 4, 2012.

A RESOLUTION authorizing the appropriate City Officials approve the waiver of application form needed for right-of-way donation from the City business center for purposes of reconstruction and widening Cty. Hwy OK/S. Business Dr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into agreement (The Donation-Waiver of Appraisal Recommendation & Approval form) with the Sheboygan County Highway Department relative to the transfer of right-of-way along S. Business Dr.

WHEREAS, the project will need .734 acres of land from the City business center at a value of \$22,000 per acre for a total value of \$16,148.

WHEREAS, this value will be a portion of the City's contribution to the overall project cost with Sheboygan County.

BE IT FURTHER RESOLVED: That the proper City Officials approve the agreement with the Sheboygan County Highway Department for said agreement.

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

III

5.1

Res. No. 58 - 12 - 13. By Alderperson Heidemann. August 20, 2012.

A RESOLUTION authorizing the appropriate City Officials approve the waiver of application form needed for right-of-way donation from the City business center for purposes of reconstruction and widening Cty Hwy OK/S. Business Dr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into agreement (The Donation-Waiver of Appraisal Recommendation & Approval form) with the Sheboygan County Highway Department relative to the transfer of right-of-way along S. Business Dr.

WHEREAS, the project will need .676 acres of land from the City business center at a value of \$22,000 per acre for a total value of \$14,872.

WHEREAS, this value will be a portion of the City's contribution to the overall project cost with Sheboygan County.

BE IT FURTHER RESOLVED: That the proper City Officials approve the agreement with the Sheboygan County Highway Department for said agreement.

*Dist.  
Subs res pass*



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

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

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

10

III



# SHEBOYGAN COUNTY

**Greg Schnell**  
*Highway Commissioner*

August 7, 2012

City of Sheboygan  
Department of Public Works  
Director of Public Works Dave Biebel  
2026 New Jersey Avenue  
Sheboygan WI 53081

Dear Dave:

Enclosed are the documents relative to the transfer of right of way along South Business Drive. The "Nominal Payment Parcel – Waiver of Appraisal" form is provided as a work sheet for your benefit. It does not need to be signed, or returned to us. It shows what the area which the city will transfer to the county would be worth if it were sold at the rate which you are currently asking for property in the industrial park. We have also enclosed a copy of the completed right of plat, and the brochure "The Rights of Land Owners Under Wisconsin Eminent Domain Law". These are provided for your use, as is required by state statute.

The "Donation – Waiver of Appraisal Recommendation and Approval" form will need to be signed by the Mayor, and the Clerk. They also need to sign the "Deed by Corporation". On that document, their signatures need to be notarized. Please have the Mayor sign the "Statement to Construction Engineer" form. It does not need to be notarized.

If you need anything else, please call.

Sincerely,

Greg Schnell  
Transportation Director

GS/ag

Enclosures

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL  
RECOMMENDATION AND APPROVAL**

LPA1897 04/2010 (Replaces LPA3041) Ch. 32 Wis. Stats.

<b>Owner</b> The City of Sheboygan, A Municipal Corporation	<b>Area and Interest Required</b> 0.676 acres in fee
--	---

**Allocation**

Land	<u>0.676</u>	acres	X	\$ 22,000.00	/ac	=	\$ 14,872.00
		acres	X	\$	/ac	=	\$
Permanent Limited Easement		acres	X	\$	/ac	=	\$
Temporary Limited Easement		acres	X	\$	/ac	=	\$
Fencing						=	\$
Landscaping						=	\$
Improvements						=	\$
Other						=	\$
				<b>Total Damages</b>		=	\$
				<b>Rounded To</b>		=	\$ 14,872.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X	_____	X	_____
(Owner)	(Date)	(Owner)	(Date)
X	_____	X	_____
(Owner)	(Date)	(Owner)	(Date)

**For Office Use Only**

**APPROVED FOR:**

X \_\_\_\_\_  
(Date)

<b>Project ID</b> 4996-01-21	<b>County</b> Sheboygan	<b>Parcel</b> 7,12 & 13
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# THE RIGHTS OF LANDOWNERS

Under Wisconsin  
Eminent Domain Law

Procedures Under  
sec. 32.05  
Wisconsin Statutes

Highways, Streets, Storm & Sanitary Sewers,  
Watercourses, Alleys, Airports, and Mass Transit Facilities

## **FOREWORD**

**This pamphlet is published by the Wisconsin Department of Commerce in cooperation with the Attorney General, pursuant to sec. 32.26 (6), of Wisconsin statutes. The pamphlet is to be given to property owners or their representatives by the acquiring authority prior to initiation of negotiations for property being acquired for a public project.**

**The material in this pamphlet provides information on how the condemnation process works in Wisconsin. It should serve as a reference for you, but it is not intended to cover every possible eventuality or every right you may have in individual cases. A further source of information is Chapter 32 of the Wisconsin statutes which contains the law that is summarized in this pamphlet.**

**Direct questions about this pamphlet to:  
Relocation Unit  
Bureau of Community Finance  
Department of Commerce  
P.O. Box 7970, Madison, WI 53707  
(608)264-7822**

**The Department of Commerce does not discriminate on the basis of disability in the provision of services or in employment. If you need this printed material interpreted or in a different form, or if you need assistance in using Commerce services, please contact us.**

## INTRODUCTION

In recent times there has been an increasing demand placed upon government for services in transportation, education, utilities, housing and other areas of public concern. At the same time, the available supply of land for these projects has been shrinking dramatically. Consequently, government has had to resort to its right to acquire private land for public uses even without the consent of private owners—the eminent domain power.

This power derives from the Wisconsin Constitution, Art. IX, sec. 3. The Legislature has

### **FEDERAL LAW**

When a project is receiving federal financial assistance, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) may provide additional or different protections than those outlined in this pamphlet. You should receive supplemental information from the acquiring authority if federal law applies.

delegated this power by statute to numerous authorities and has specified the purposes for which such power can be used. Generally, departments, municipalities, boards, commissions, public officers, and various public and quasi-public corporations are delegated this power. Some of the purposes for which the Legislature has specified that condemnation can be used are highway construction or improvement, reservoirs, dams, public utility sites, waste treatment facilities, city redevelopment and energy lines.

Wisconsin has long had statutes regulating the exercise of eminent domain power. This pamphlet is intended to give citizens information about Wisconsin's eminent domain procedure, the workings of the condemnation process, and the rights of property owners in this process. It is, by necessity, of a general nature and is not a substitute for legal advice in individual cases, since many aspects of Wisconsin law cannot be covered in general terms. Another source of information for citizens is the particular authority which is acquiring the property.

The goal is to achieve equality of information for both parties during the negotiation process and to reach satisfactory settlements, equitable to both the property owner and the public.

## THE LANGUAGE OF EMINENT DOMAIN

(This glossary defines terms used in the pamphlet)

### **Acquiring Authority**

A public or quasi-public entity vested with the constitutional or statutory power to acquire private property for a public use.

### **Additional Items Payable**

Persons displaced by the public project are to be fairly compensated by the payment of relocation assistance and assistance in the acquisition of replacement housing.

### **Appraisal**

A written report, by a professional and disinterested person skilled in valuation, describing the property that is to be acquired and reaching a documented conclusion as to the fair market value of such property.

**Award of Compensation**

A document which is served upon a property owner after a refusal of a jurisdictional offer, stating the amount of just compensation. It names all persons with a record interest in the property, describes the property acquired, and includes the date of occupancy by the acquiring authority. The recording of this document passes title in the property to the acquiring authority. This term also describes the payment made to the property owner for the property. For negotiated sales, the amount of compensation is stated in the conveyance.

**Condemnation Commission**

A group of local residents, appointed by the circuit court of a county for fixed terms, who have the authority to determine just compensation for the property being acquired. **Date of Acquisition and Date of Evaluation** The day on which the award of compensation is recorded in the office of the register of deeds in the county where the land is located. The fair market value of the property on this day is just compensation to the property owner for the acquisition. For negotiated sales, the date of acquisition and the date of evaluation is the date the conveyance is recorded with the register of deeds.

**Easement**

An interest in real property which gives the acquiring authority the legal right to use the property for a specific purpose or to restrict the property owner's use of the land. Ownership and title to the property remain with the property owner.

**Eminent Domain**

The power of the state to acquire private property for a public use.

**Fair Market Value**

The amount for which property could be sold in the open market between a willing buyer and a willing seller.

**Full Narrative Appraisal**

A detailed and comprehensive description of the process an appraiser uses to reach a documented conclusion of a property's fair market value. The report must contain the appraiser's rationale for determining value and be documented by market data which supports the appraiser's rationale.

**Incidental Expenses**

Reasonable and necessary amounts, defined by statute, payable to the owner of real property acquired for a public use. Generally, incidental expenses compensate for expenses you may incur in transfer of your property to the acquiring authority. They include recording fees, mortgage prepayment penalties and other items.

**Jurisdictional Offer**

A written notice given by the acquiring authority to the owner of property and any mortgagee of record which informs the recipients of the proposed public use, what property is being acquired, and the amount of compensation to be paid.

**Kline Law**

A special condemnation procedure provided by the Legislature for condemnations by the City of Milwaukee.

**Lis Pendens**

A notice filed with the register of deeds within 14 days of the jurisdictional offer to notify all interested parties that the property described is in the process of being acquired for a public use.

**Litigation Expenses**

The sum of the costs, disbursements and expenses including reasonable attorney, appraisal and engineering fees necessary to prepare for, or participate in, actual or anticipated proceedings before a condemnation commission or any court.

**Relocation Order**

An order issued by the acquiring authority describing the proposed public project. It describes the old and new locations and includes all property needed for the project. Within 20 days after its issuance it must be filed with the county clerk in the county in which the lands are located.

**Severance Damages**

Damages which may result when only part of a person's property is condemned. Generally, these items of damage compensate for any loss in value of the remaining property due to the acquisition.

**Uneconomic Remnant**

Any portion of the property remaining after a partial acquisition which is of little value or substantially impaired economic viability due to its size, shape or condition.

## **PART ONE BEFORE NEGOTIATIONS TO ACQUIRE PROPERTY BEGINS**

After you have been contacted by the acquiring authority, you have the right to a full narrative appraisal of the property sought to be acquired. This appraisal is done by an appraiser hired or employed by the agency, and the law requires the appraiser to confer with the owner or the owner's representative, if reasonably possible, when making the appraisal. Any and all appraisals made by the acquiring authority must be provided to you.

You have the right to have your own full narrative appraisal of the property made by a qualified appraiser. The reasonable cost of this appraisal may be submitted to the acquiring authority for payment, if the appraisal meets the standards set forth in sec. 32.09 of Wisconsin statutes, but, if you have such an appraisal made and wish to be paid for its cost, it must be submitted to the authority within 60 days after you receive the authority's full narrative appraisal. Your appraisal will be considered during negotiations.

The acquiring authority is required to file a relocation order with the county clerk of the county in which your property is located, unless the appraisal estimates that compensation will be less than \$1,000 in the aggregate. This order describes the layout of the project, old and new locations, and the property interests sought to be acquired. It must be filed within 20 days after its issuance by the agency, and is available for public inspection.

If a public project, other than a town highway, involves the acquisition of any interest in any farm operation of more than five acres, the Department of Agriculture, Trade and Consumer Protection (DATCP) may be required to prepare an agricultural impact statement prior to the

acquisition of any land. Even if the acquisition is less than five acres, DATCP may prepare a statement if the acquisition will have a significant effect on the farm operation.

If an environmental impact statement is required by another statute, the requirements of the agricultural impact statement may be met by the environmental impact statement. Also, if an easement for an electric transmission line, excluding a high voltage line, is being acquired over a farm operation, an agricultural impact statement is not required.

A "farm operation" is defined by law as an activity conducted primarily for the production of commodities for sale or home use in such quantity that the commodities contribute materially to the support of the farm operator.

The acquiring authority may gather the necessary information for the impact statement. DATCP must prepare the statement within 60 days after receiving the information from the acquiring authority. After preparation, the statement must be published by DATCP. For a 30 day period after publication, the acquiring authority is precluded from negotiating with the property owner or making a jurisdictional offer.

The law also requires that the agricultural impact statement be distributed by DATCP to various offices and individuals. You can obtain a copy from your local library or from any local unit of government in the area affected. You may also request a copy directly from DATCP.

## **PART TWO THE NEGOTIATION PERIOD**

After a relocation order has been filed and appraisals are completed, the acquiring authority must attempt to negotiate with the owner or the owner's representative for purchase of the needed property. The statutes require that you be provided an informational pamphlet on eminent domain procedure before negotiation begins. If you are also displaced as a result of the acquisition, the law requires that you receive a pamphlet on relocation benefits. The owner's full narrative appraisal must be considered as a part of the negotiation. Also, any rights you may have for additional items payable (relocation benefits) can be included in the negotiations.

During negotiations, the acquiring authority must provide a map showing all property affected by the proposed project. Along with this map you must be given the names of at least 10 neighboring landowners to whom offers are being made. The names of all offerees if less than 10 owners are affected must be given. Any maps in the possession of the authority showing the property affected can be inspected, and copies will be made available at reasonable cost. At this point, condemnation is not involved, only negotiations for purchase.

If you agree to a negotiated purchase, the acquiring authority must record the conveyance with the register of deeds in the county where the land is located. Also, all owners of record should receive by certified mail the conveyance and a notice of their right to appeal within six months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner. The procedure used for this appeal is described in Parts 6 and 7 of this pamphlet, except that an appeal from a negotiated price must be taken within six months. The date the conveyance is recorded is the date of acquisition.

### **PART THREE PARTIAL ACQUISITIONS AND EASEMENTS**

If only a part of your property is acquired, other than for an easement, two different calculations may be made to determine the fair market value of the part acquired. In such partial acquisitions, fair market value is the greater amount of either the fair market value of the part acquired or the difference between the value of your property before the acquisition and its value after, giving effect to severance damages set forth in sec. 32.09 of Wisconsin Statutes.

If only part of your property is acquired and you are left with an uneconomic remnant, the acquiring authority must also offer to acquire the uneconomic remnant. You must consent to the acquisition in order for the remnant to be acquired.

When an easement over your property is acquired, the compensation required is the difference between the value of your property immediately before the date of evaluation and its value immediately after the date of evaluation. Severance damages may also be paid where such damages exist and are allowed by statute.

If your land is zoned or used for agricultural purposes and an easement is acquired for a high voltage transmission line or a fuel pipeline, you will be entitled to choose between a lump sum payment for the easement or an annual payment representing just compensation for the acquiring of the easement for one year. The acquiring authority should be able to answer any questions on your eligibility for this choice and the terms of each alternative. Sec. 32.09 (6r) (a), (b), and (c) of Wisconsin statutes details the law on lump sum versus annual payments.

### **PART FOUR THE JURISDICTIONAL OFFER TO PURCHASE**

If negotiations do not lead to a purchase of the needed interest by the acquiring authority, a jurisdictional offer must be given to the owner and to any mortgagee of record. You will receive the notice by personal service or by certified mail.

This very important document will provide you with vital information on the acquisition of your property. Items that must be included are a statement of the nature of the project, a description of the property to be acquired, and a statement of the proposed date the acquiring authority will occupy the property. Included in the document is the amount of compensation to be paid for your property, including a statement that any additional items payable may be claimed for relocation assistance. An owner has 20 days from the receipt of this offer to accept or reject it.

Within fourteen days from the day you receive the jurisdictional offer, a lis pendens will be filed with the register of deeds in the county where the property is located. The lis pendens provides notice to any interested party of the possibility that the property may be acquired for a public use.

If you accept the jurisdictional offer, title will be transferred and you will be paid the amount specified in the offer within 60 days. This 60 day period can be extended by mutual written consent of the property owner and the acquiring authority. Incidental expenses for which you may be eligible under sec. 32.195 of the statutes relating to transfer of your property to the acquiring authority will also be paid. If the property owners of record reject the jurisdictional offer

in writing, or do not act upon it within the 20 day period, the acquiring authority may make an award of compensation.

## **PART FIVE THE AWARD OF COMPENSATION**

This procedure allows the acquiring authority, after the jurisdictional offer is rejected or not accepted, to make a written declaration stating the amount of compensation to be paid, the description of the property, the date of occupancy and other information. The amount of compensation offered must be equal to or more than the amount of the jurisdictional offer. You will receive a copy of the award by personal service or certified mail.

You will then receive payment for your property, by check, for the amount of compensation provided in the award less any outstanding tax liens and prorated taxes. The acquiring authority may mail the check to you or deposit it with the clerk of the circuit court for your benefit. After payment is made, the award will be recorded with the register of deeds in the county where the land is located. This action passes title to the property to the acquiring authority. This date becomes the "date of acquisition" and any questions as to the value of your property will be resolved based on the value on this date.

## **PART SIX HEARING BEFORE THE COUNTY CONDEMNATION COMMISSION**

As of the date of acquisition, a property owner may appeal to the county condemnation commission from the amount of an award within two years, or from the amount of a conveyance within six months. This is accomplished by applying to the circuit court or county judge in the county where the land is located. Alternatively, this procedure may be waived and a property owner may appeal directly to circuit court. (See Part 7)

A county will have six to 12 commissioners, depending on the county population. They are local individuals, residents of the county or adjoining county, and are appointed by the circuit court. They serve staggered three year terms and generally sit in groups of three.

Within seven days after the chairperson of the commission is notified of the petition by the judge, three of the commissioners are selected to hear the case. The hearing date, time, and place are fixed by the chairperson, and will not be less than 20 days nor more than 30 days from the day the court assigned the petition to the chairperson. At least 10 days prior notice will be given to all parties. The commission proceedings are more informal than court proceedings, and are governed by statute. The amount of the jurisdictional offer or award of compensation cannot, by law, be disclosed to the commission. You have a right to appear and to present evidence. A majority of the members have the power to make all decisions. Within 10 days after the end of the hearing, a written award is made and filed with the clerk of circuit court. The clerk will notify the parties of the award.

Should the commission's award exceed the amount paid by the acquiring authority, and if neither party appeals from the award of the commission to the circuit court, interest is paid on the amount of the increase for the period from the date of acquisition until the date of the commission award, if the amount of the increase is paid within 14 days of the commission award.

If you or the acquiring authority are dissatisfied with the award of the condemnation commission, either can appeal to the circuit court of the county where the property is located. This must be done within 60 days of the filing of the condemnation commission's award. In case of such appeal by you or the acquiring authority, the amount of compensation awarded by the commission is not paid pending outcome of the appeal.

## **PART SEVEN APPEAL OF JUST COMPENSATION TO CIRCUIT COURT**

As of the date of acquisition, a property owner has two years to appeal from the amount of an award of damages, or six months to appeal from the amount of a conveyance. An owner may choose to go first to the condemnation commission (see Part 6), or go directly to circuit court.

The statutes require certain notices and papers to be filed to accomplish an appeal. It would be advisable to secure legal counsel to aid you in your appeal. The procedure may be found in sec. 32.05 (9) of Wisconsin statutes.

You have a right to a jury trial on the issue of just compensation. The measure of just compensation is the fair market value of the property acquired from you as of the date of acquisition, as calculated under sec. 32.09, stats.

You have the right to appeal from the judgment of the circuit court to the court of appeals within six months of the notice of the entry of judgment of the circuit court.

## **PART EIGHT ACTION TO CONTEST THE RIGHT OF CONDEMNATION**

This action challenges the right of the authority to condemn the property described in the jurisdictional offer. This action must be commenced in circuit court within 40 days from the postmark of the certified letter containing notice of the jurisdictional offer.

If you do not challenge the acquiring authority's right to acquire your property within this 40 day period, you will lose your right to do so.

In addition, if you accept and retain any money awarded for your property, you may not challenge the acquiring authority's right to acquire.

In this proceeding, you may challenge any defects in the procedure the authority has used and the "public" nature and necessity of the proposed use.

## **PART NINE LITIGATION EXPENSES AND COSTS**

The law provides for the payment of litigation expenses by the acquiring authority under any one of the following circumstances:

- if it is determined by a court that the acquiring authority does not have the right to condemn;
- if the award of the condemnation commission is greater than the jurisdictional offer, or the highest written offer prior to the jurisdictional offer, by at least \$700. and 15%, and the award is not appealed;
- if the jury verdict approved by the court exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, by at least \$700. and 15%.
- if the property owner appeals an award of the condemnation commission which exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, by at least \$700. and 15%, and the court-approved jury verdict exceeds the award of the condemnation commission by at least \$700. and 15%;
- if the acquiring authority appeals an award of the condemnation commission, and the court-approved jury verdict is \$700. and 15% greater than the jurisdictional offer or the highest written offer prior to the jurisdictional offer;
- if the property owner appeals an award of the condemnation commission which is not 15% greater than the jurisdictional offer or the highest written offer prior to the jurisdictional offer, and court-approved jury verdict is at least \$700 and 15% higher than the jurisdictional offer or highest written offer prior to the jurisdictional offer.

Unless you come under one of these specific categories, you will not be able to recover litigation expenses from the acquiring authority.

The Legislature has provided "costs" (statutorily determined payments to successful parties in proceedings challenging just compensation) to litigants who are successful but who do not fit into any of the categories mentioned above. If the just compensation awarded by the court or condemnation commission exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, the property owner will be deemed the "successful" party. You may be required to pay "costs" to the acquiring authority if you are unsuccessful in challenging the compensation you have received or the acquiring authority's right to acquire the property. "Costs" are defined in Ch. 814 of Wisconsin statutes.

## **PART TEN OCCUPANCY**

No occupant may be required to move from a dwelling or move a business or farm without at least 90 days' written notice from the acquiring authority. An occupant shall have rent free use of the property for 30 days beginning with the 1st or 15th day of the month after title vests in an agency, whichever is sooner. Rent charged for use of a property between the date of acquisition

# DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

LPA1896 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner City of Sheboygan, a Wisconsin Municipal Corporation	
Acres/Sq. Ft. Required 0.676 acres	Interest Required Fee

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Sheboygan County, a Municipal Corporation's agents or representatives.

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

**Terry Van Akkeren, Mayor**  
Print name

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

**Susan Richards, Clerk**  
Print name

APPROVED FOR:

**Sheboygan County, a Municipal Corporation**  
Municipality name

Approval signature \_\_\_\_\_ Date \_\_\_\_\_

**Greg Schnell, Highway Commissioner**  
Print name and title

Project ID: 4996-01-21	County: Sheboygan	Parcel No.: 7,12 &13
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**DEED BY CORPORATION**

Exempt from fee: s. 77.25(2r) Wis. Stats.  
Exempt from filing transfer form s. 77.255 Wis. Stats.  
LPA1546 9/2009 (Replaces LPA3005)

THIS DEED, made by the City of Sheboygan, a Wisconsin Municipal Corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 828 Center Avenue City of Sheboygan, County of Sheboygan, State of Wisconsin, GRANTOR, conveys and warrants the property described below to Sheboygan County, a Municipal Corporation, GRANTEE, for the sum of Mutual benefits dollars (\$ Mutual Benefits)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

**Legal Description:** Part of the SE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.  
Commencing at the S ¼ corner section 4, T14N, R23E; thence S85°04'59"E, along the south line SE ¼ section 4, 1389.43 feet; thence N17°50'23"E 399.86 feet; thence N74°22'19"W 74.93 feet to the point of beginning on the west line of CTH "OK":

Thence N18°13'45"E 464.65 feet; thence N88°41'26"E 28.46 feet; thence S17°50'41"W 327.00 feet; thence

This space is reserved for recording data

Return to  
Sheboygan County, a Municipal Corporation

Parcel Identification Number/Tax Key Number  
59281479100, 59281479104, 59281479001, &  
59030452691

**The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.**

City of Sheboygan, a Wisconsin Municipal Corporation

(Corporation Name)

\_\_\_\_\_  
(Officer Signature)

Terry Van Akkeren, Mayor

(Print Name, Title)

\_\_\_\_\_  
(Officer Signature)

Susan Richards, Clerk

(Print Name, Title)

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Project ID 4996-01-21	This instrument was drafted by Sheboygan County Highway Dept.	Parcel No. 7, 12, &13
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S29°22'54"W 150.00 feet to the point of beginning, and containing 11,136 square feet (0.2556 acres) of land.

Also

Part of the NE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Also being part of Lot 10, Sheboygan Business Center.

Commencing at the northeast corner lot 10, Sheboygan Business Center, said point being the true point of beginning:

Thence westerly, along the arc of a curve to the left, said curve having a radius of 1116.00 feet, and a main chord which bears N79°11'14"W 51.03 feet; thence S28°07'27"E 70.44 feet; Thence N17°50'41"E 55.21 feet to the point of beginning, and containing 1408 square feet (0.0323 acres) of land.

Also

Commencing at the southeast corner lot 10, Sheboygan Business Center, said point being the true point of beginning:

Thence N17°50'41"E , along the arc of a curve to the left, said curve having a radius of 1116.00 feet, and a main chord which bears N79°11'14"W 51.03 feet; thence S28°07'27"E 70.44 feet; Thence N17°50'41"E 55.21 feet

Also

Part of the NE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Also being part of Lot 1, Sheboygan Business Center.

Commencing at the northeast corner lot 1, Sheboygan Business Center, said point being the true point of beginning:

N86°48'33"W, along the north line SE ¼ section 4, T14N, R21E, 18.94 feet; thence S17°50'53"W 376.08 feet; thence S19°44'56"W 60.03 feet; thence S17°50'53"W 78.48 feet; thence S60°42'33"W 7.41 feet; thence easterly, along the arc of a curve to the right, said curve having a radius of 1196.00 feet, and a main chord which bears S78°06'11"E 25.46 feet; thence N17°50'41"E 522.15 feet to the point of beginning, and containing 9768 square feet (0.2242 acres) of land.

# STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 04/2010 (Replaces LPA3034) s. 84.09 Wis. Stats.

Copies: Original-Project Engineer, 2nd-Parcel folder, 3rd-Owner

Owner Name City of Sheboygan, a Wisconsin Municipal Corporation	Address 828 Center Avenue, Sheboygan, WI 53081	(Area Code) Phone No. 920-459-3440
Tenant, if any	Address	(Area Code) Phone No.

**All commitments agreed upon between negotiator and property owner are listed below.  
No other commitments, either verbal or implied, are valid.  
All commitments are subject to approval of municipality.**

Commitments made: drainage, driveways, fences, trees or other items.

None
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### Other matters of interest and owner concerns:

Basic concepts of construction project have been explained to owner.

None
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\_\_\_\_\_  
(Property Owner) Terry Van Akkeren, Mayor (Date)

\_\_\_\_\_  
(Negotiator) Edgar Harvey, Jr. (Date)

### COMMITMENTS APPROVED:

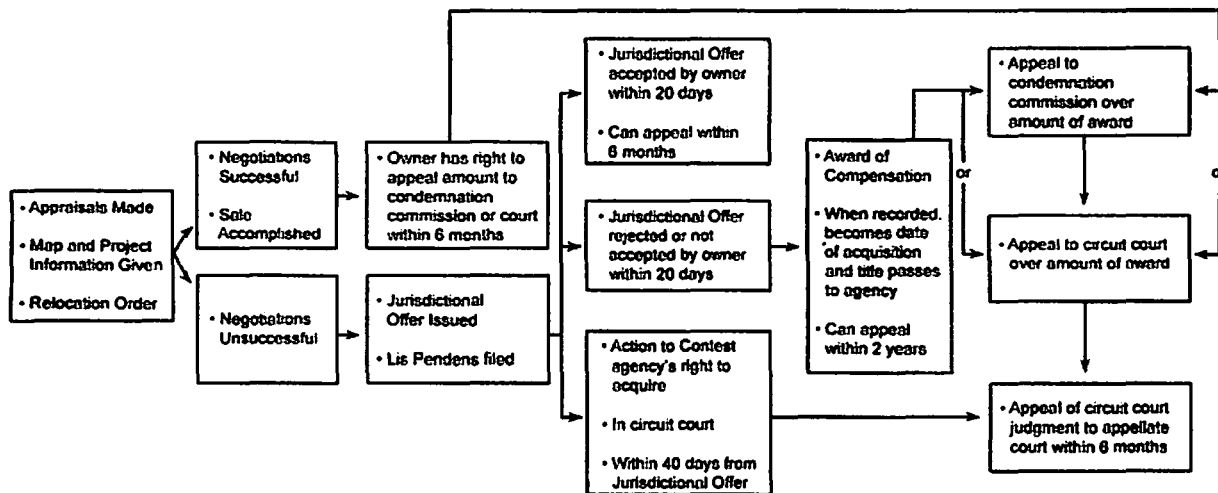
\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
County Surveyor/Highway Engineer  
(Title)

Project No.: 4996-01-21	County: Sheboygan	Parcel No.: 7, 12, & 13
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and the date of displacement may not exceed the economic rent, the rent paid by a tenant to the former owner or the occupant's financial means if a dwelling, whichever is less.

The acquiring authority may not require the persons who occupied the premises on the date title vested in the acquiring authority to vacate until a comparable replacement property is made available. If you damage or destroy any acquired property after the date that title vests in the acquiring authority, you may be liable for the damage.



**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL  
RECOMMENDATION AND APPROVAL**

LPA1897 04/2010 (Replaces LPA3041) Ch. 32 Wis. Stats.

Owner The City of Sheboygan, A Municipal Corporation	Area and Interest Required 0.734 acres in fee
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**Allocation**

Land	0.734	acres	X	\$ 22,000.00	/ac	=	\$ 16,148.00
		acres	X	\$	/ac	=	\$
Permanent Limited Easement		acres	X	\$	/ac	=	\$
Temporary Limited Easement		acres	X	\$	/ac	=	\$
Fencing						=	\$
Landscaping						=	\$
Improvements						=	\$
Other						=	\$
						Total Damages	= \$
						Rounded To	\$ 16,148.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X \_\_\_\_\_ X \_\_\_\_\_  
(Owner) (Date) (Owner) (Date)

X \_\_\_\_\_ X \_\_\_\_\_  
(Owner) (Date) (Owner) (Date)

**For Office Use Only**

**APPROVED FOR:**

X \_\_\_\_\_  
(Date)

Project ID 4996-01-21	County Sheboygan	Parcel 7,12 & 13
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**DEED BY CORPORATION**

Exempt from fee: s. 77.25(2r) Wis. Stats.  
Exempt from filing transfer form s. 77.255 Wis. Stats.  
LPA1546 9/2009 (Replaces LPA3005)

THIS DEED, made by the City of Sheboygan, a Wisconsin Municipal Corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 828 Center Avenue City of Sheboygan, County of Sheboygan, State of Wisconsin, GRANTOR, conveys and warrants the property described below to Sheboygan County, a Municipal Corporation, GRANTEE, for the sum of Mutual benefits dollars (\$ Mutual Benefits)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

**Legal Description:** Part of the SE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.  
Commencing at the S ¼ corner section 4, T14N, R23E; thence S85°04'59"E, along the south line SE ¼ section 4, 1389.43 feet; thence N17°50'23"E 399.86 feet; thence N74°22'19"W 74.93 feet to the point of beginning on the west line of CTH "OK":

Thence N18°13'45"E 464.65 feet; thence N88°41'26"E 28.46 feet; thence S17°50'41"W 327.00 feet; thence

This space is reserved for recording data  
Return to  
Sheboygan County, a Municipal Corporation  
  
Parcel Identification Number/Tax Key Number  
59281479100, 59281479104, 59281479001, &  
59030452691

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

\_\_\_\_\_  
(Date)  
State of Wisconsin )  
City of Sheboygan, a Wisconsin Municipal Corporation ) ss.  
(Corporation Name) Sheboygan County)  
On the above date, this instrument was acknowledged before me by the named person(s) or officers.

\_\_\_\_\_  
(Officer Signature)

Terry Van Akkeren, Mayor  
(Print Name, Title)

\_\_\_\_\_  
(Officer Signature)

Susan Richards, Clerk  
(Print Name, Title)

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Project ID 4996-01-21	This instrument was drafted by Sheboygan County Highway Dept.	Parcel No. 7, 12, & 13
--------------------------	--	---------------------------

**S29°22'54"W 150.00 feet to the point of beginning, and containing 11,136 square feet (0.2556 acres) of land.**

**Also**

**Part of the NE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Also being part of Lot 10, Sheboygan Business Center.**

**Commencing at the northeast corner lot 10, Sheboygan Business Center, said point being the true point of beginning:**

**Thence westerly, along the arc of a curve to the left, said curve having a radius of 1116.00 feet, and a main chord which bears N79°11'14"W 51.03 feet; thence S28°07'27"E 70.44 feet; Thence N17°50'41"E 55.21 feet to the point of beginning, and containing 1408 square feet (0.0323 acres) of land.**

**Also**

**Commencing at the southeast corner lot 10, Sheboygan Business Center, said point being the true point of beginning:**

**Thence N17°50'41"E , along the arc of a curve to the left, said curve having a radius of 1116.00 feet, and a main chord which bears N79°11'14"W 51.03 feet; thence S28°07'27"E 70.44 feet; Thence N17°50'41"E 55.21 feet**

**Also**

**Part of the NE ¼ SE ¼ section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Also being part of Lot 1, Sheboygan Business Center.**

**Commencing at the northeast corner lot 1, Sheboygan Business Center, said point being the true point of beginning:**

**Thence N86°48'33"W, along the north line SE ¼ section 4, T14N, R21E, 18.94 feet; thence S17°50'23"W 376.08 feet; thence S19°44'56"W 60.03 feet; thence S17°50'23"W 26.10 feet; thence N72°09'37"W 55.00 feet; thence S17°50'23"W 15.16 feet; thence S18°25'00"E 55.49 feet; thence easterly, along the arc of a curve to the right, said curve having a radius of 1196.00 feet, and a main chord which bears S78°31'00"E 42.72 feet; thence N17°50'41"E 522.15 feet to the point of beginning, and containing 12285 square feet (0.2820 acres) of land.**

# DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

LPA1896 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner City of Sheboygan, a Wisconsin Municipal Corporation	
Acres/Sq. Ft. Required 0.734 acres	Interest Required Fee

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Sheboygan County, a Municipal Corporation's agents or representatives.

\_\_\_\_\_  
Owner signature Date

**Terry Van Akkeren, Mayor**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Owner signature Date

**Susan Richards, Clerk**

\_\_\_\_\_  
Print name

APPROVED FOR:

**Sheboygan County, a Municipal Corporation**

\_\_\_\_\_  
Municipality name

\_\_\_\_\_  
Approval signature Date

**Greg Schnell, Highway Commissioner**

\_\_\_\_\_  
Print name and title

Project ID: 4996-01-21	County: Sheboygan	Parcel No.: 7,12 &13
------------------------	-------------------	-------------------------

**CONVENTIONAL SIGNS AND ABBREVIATIONS**

SECTION LINE	---	CULVERT (BOX, PIPE OR CATTLE PASS)	
QUARTER LINE	---	RAIL LINE (SMALL SCALE)	
SIXTEENTH LINE	---	BUILDING	
PROPERTY LINE	---	IRON PIN OF RECORD	
LOT, TIE & OTHER MINOR LINES	---	R/W MONUMENT	
EXISTING R/W LINE	---	R/W MARKER	
NEW R/W LINE	---	BUSHES	
REFERENCE LINE	---	DECIDUOUS TREES	
SLOPE INTERCEPT		CONIFEROUS TREES	
CORPORATE LIMITS		WOODS	
UNDERGROUND FACILITY (GAS, TEL., ELEC. ETC.)			
FENCE			
TEMPORARY LIMITED EASEMENT			
TRANSMISSION TOWER & LINE			
SECTION CORNER			

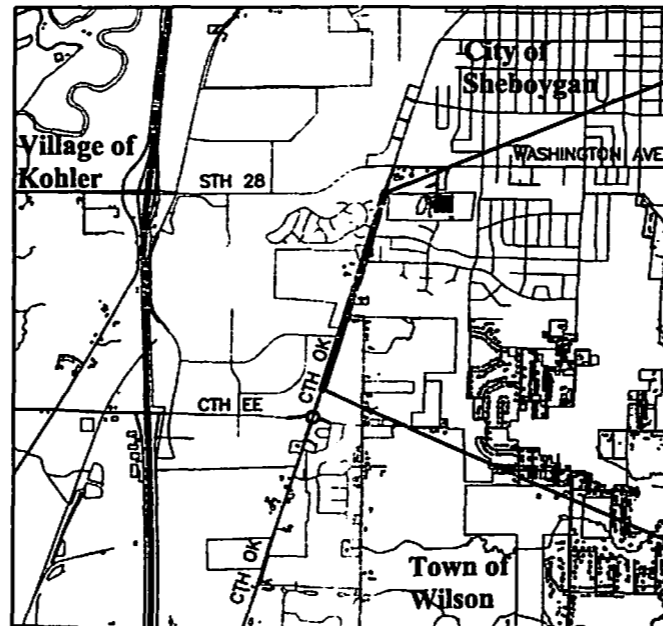
AC.	ACRE
SEC.	SECTION
S.F. OR SQ.FT.	SQUARE FEET
STA.	STATION
STH	STATE TRUNK HIGHWAY
N.	NORTH GRID COORDINATE
CL. OR C/L	CENTERLINE
R/W	RIGHT-OF-WAY
CO.	COUNTY
CTH	COUNTY TRUNK HIGHWAY
T.L.E.	TEMPORARY LIMITED EASEMENT
E.	EAST GRID COORDINATE
EXIST.	EXISTING
W.	WEST
PE	PRIVATE ENTRANCE
PL	PROPERTY LINE
RT.	RIGHT
G.N.	GRID NORTH
REL	RELEASE OF RIGHTS
RD.	ROAD
RL, R/L	REFERENCE LINE
LT.	LEFT
TN.	TOWN

**NOTES**

DIMENSIONING FOR THE NEW R/W IS MEASURED ALONG AND PERPENDICULAR TO THE REFERENCE LINES.

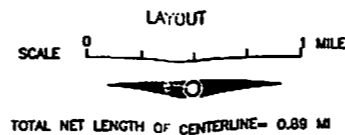
POINTS OF REFERENCE AS SPECIFIED ON EACH PLAT DETAIL SHEET: COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO SHEBOYGAN COUNTY COORDINATE GRID

R/W PROJECT NUMBER 4996-01-21	SHEET NUMBER 4.1	TOTAL SHEETS
FEDERAL PROJECT NUMBER 4996-01-21		
PLAT OF RIGHT OF WAY REQUIRED FOR <b>CTH "OK"</b> CTH EE TO CARMEN AVENUE		
C.T.H. "OK" SHEBOYGAN COUNTY		



END RELOCATION ORDER  
STA. 260+70

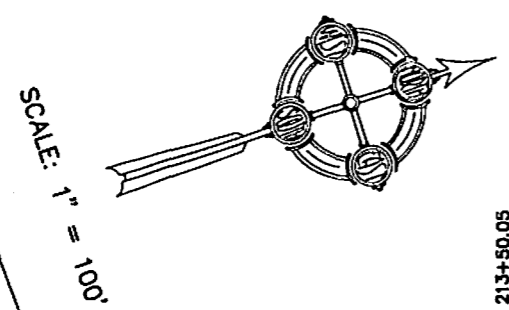
BEGIN RELOCATION ORDER  
STA. 213+50



ORIGINAL PLAT PREPARED BY  
SHEBOYGAN COUNTY HIGHWAY DEPARTMENT  
1211 NORTH 23 STREET  
SHEBOYGAN, WISCONSIN  
53081

EDGAR HARVEY, JR., RLS  
JULY 17, 2012

REVISION DATE	STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
APPROVED:	
DATE:	District Transportation Director
	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION REGION 5 WISCONSIN DIVISION



⑦  
CITY OF SHEBOYGAN

⑧  
WISCONSIN POWER AND LIGHT COMPANY

GRAPHIC COMMUNICATION, INC.

159025.031  
209015.482

SCALE: 1" = 100'

213+50.05  
74.93' L

218+11.84  
66.72' L

223+96.00  
62.75' L

S85°04'39"E  
1399.45'

N17°50'41"E

N18°13'45"E 464.65'

N18°13'45"E 584.17'

DRAINAGE EASEMENT

CTH

"OK"

N17°50'23"E  
399.60'

N17°50'23"E 1722.74'

220

JOHN J MARK

S72°09'37"E  
37.78'

N15°35'23"E 127.36'

N17°50'23"E  
68.89'

N17°48'31"E  
165.74'

N17°51'50"E 458.19'

SOUTH LINE SE 1/4 SECTION 4

N17°48'31"E

N12°04'10"E 200.00'

S17°11'29"E  
10.00'

S15°50'00"E

PI: 213+50.00

214+44.92  
46.51 RT

PI: 214+77.36

217+42.37  
47.58 RT

217+39.54  
37.59 RT

221+96.07  
37.78 RT

221+95.00  
47.34 RT

221+95.00  
105.00 RT

N49°50'42"E  
37.87'

222+28.19  
57.85 RT

56.89'

222+76.50  
88.00 RT

223+10.00  
105.00 RT

222+76.50  
62.00 RT

N14°01'49"W  
45.78'

223+10.00  
45.00 RT

223+15.31  
37.83 RT

⑥  
SHEBOYGAN AREA SCHOOL DISTRICT

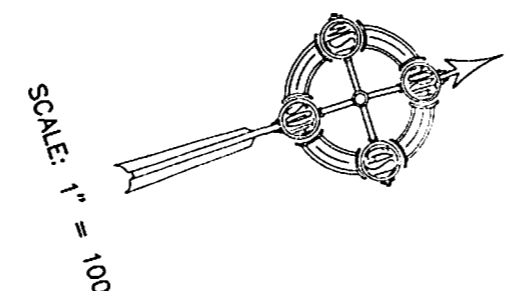
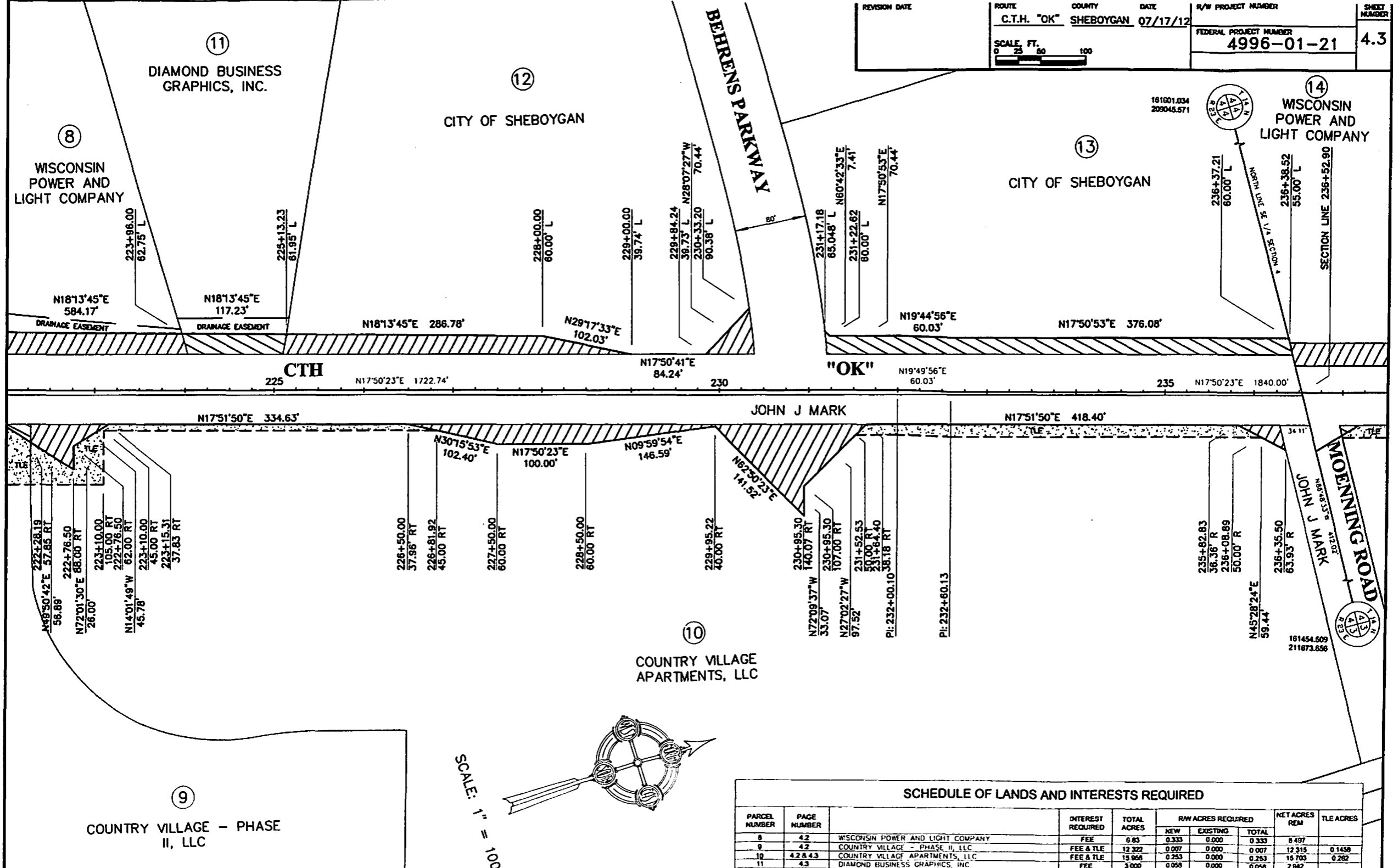
⑨  
COUNTRY VILLAGE - PHASE II, LLC

⑩  
COUNTRY VILLAGE APARTMENTS, LLC

158798.286  
211651.152

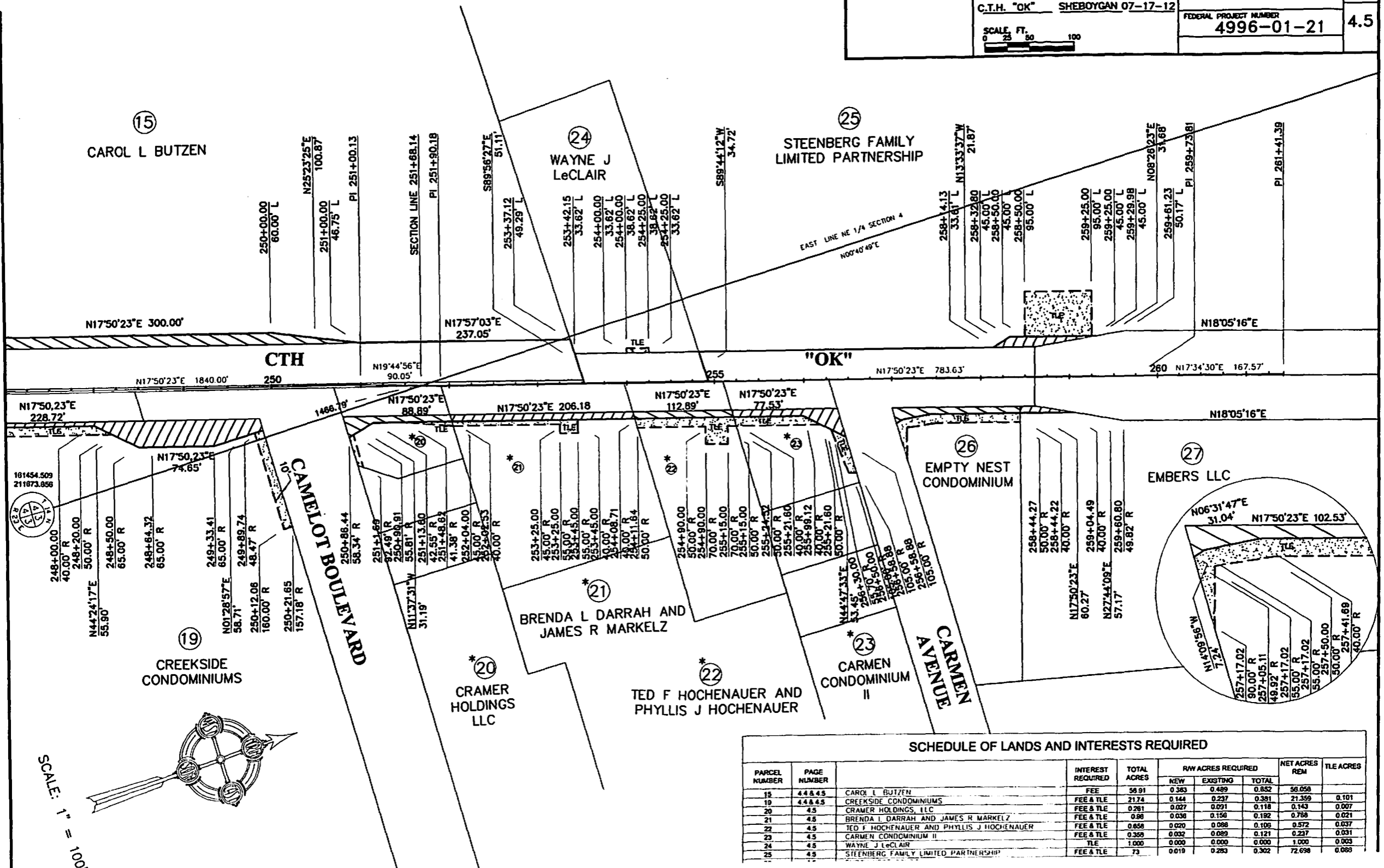
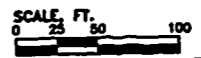
SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	PAGE NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			NET ACRES REM	TLE ACRES
					NEW	EXISTING	TOTAL		
6	4.2	SHEBOYGAN AREA SCHOOL DISTRICT	TLE	18.118	0.000	0.000	0.000	18.118	0.0562
7	4.2	CITY OF SHEBOYGAN	FEE	6.306	0.256	0.000	0.256	0.050	
8	4.2	WISCONSIN POWER AND LIGHT COMPANY	FEE	8.63	0.333	0.000	0.333	8.497	
9	4.2	COUNTRY VILLAGE - PHASE II, LLC	FEE & TLE	12.322	0.007	0.000	0.007	12.315	0.1458



SCHEDULE OF LANDS AND INTERESTS REQUIRED								
PARCEL NUMBER	PAGE NUMBER	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			NET ACRES REM	TLE ACRES
				NEW	EXISTING	TOTAL		
8	4.2	WISCONSIN POWER AND LIGHT COMPANY	6.83	0.333	0.000	0.333	6.497	
9	4.2	COUNTRY VILLAGE - PHASE II, LLC	12.322	0.007	0.000	0.007	12.315	0.1458
10	4.2 & 4.3	COUNTRY VILLAGE APARTMENTS, LLC	15.956	0.253	0.000	0.253	15.703	0.262
11	4.3	DIAMOND BUSINESS GRAPHICS, INC.	3.000	0.056	0.000	0.056	2.942	

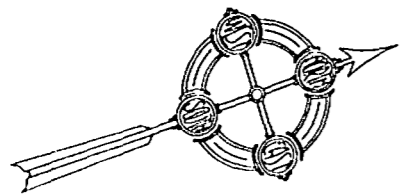




**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

PARCEL NUMBER	PAGE NUMBER		INTEREST REQUIRED	TOTAL ACRES	RW ACRES REQUIRED			NET ACRES REM	TLE ACRES
					NEW	EXISTING	TOTAL		
15	4.4 & 4.5	CAROL L BUTZEN	FEE	58.91	0.383	0.489	0.882	58.058	
19	4.4 & 4.5	CREEKSIDE CONDOMINIUMS	FEE & TLE	21.74	0.144	0.237	0.381	21.359	0.101
20	4.5	CRAMER HOLDINGS, LLC	FEE & TLE	0.261	0.027	0.091	0.118	0.143	0.007
21	4.6	BRENDA L DARRAH AND JAMES R MARKELZ	FEE & TLE	0.98	0.036	0.156	0.192	0.788	0.021
22	4.5	TED F HOCHENAUER AND PHYLLIS J HOCHENAUER	FEE & TLE	0.858	0.020	0.088	0.108	0.572	0.037
23	4.5	CARMEN CONDOMINIUM II	FEE & TLE	0.355	0.032	0.080	0.121	0.237	0.031
24	4.5	WAYNE J LeCLAIR	TLE	1.000	0.000	0.000	0.000	1.000	0.003
25	4.5	STENBERG FAMILY LIMITED PARTNERSHIP	FEE & TLE	73	0.019	0.283	0.302	72.698	0.080

SCALE: 1" = 100'



**Richards, Sue**

---

**From:** Gorges, Wendy  
**Sent:** Thursday, August 30, 2012 2:10 PM  
**To:** Richards, Sue  
**Subject:** FW: Meeting with City Scheduled Thursday - Consent for Gentine to extend grading onto top of bluff owned by City  
**Attachments:** Bluff Exc Concept Sketch 8-21-2012.pdf; Gentine Bluff.jpg

Sue,  
Please have this email referred to the Public Works Committee at Tuesday's Council meeting. If you have any questions, please contact me.  
This can go on other matters if necessary...

THANKS!

**From:** Roger G. Miller [<mailto:rmiller@startwithmiller.com>]  
**Sent:** Sunday, August 26, 2012 5:01 PM  
**To:** [wgorges@ci.cheboygan.wi.us](mailto:wgorges@ci.cheboygan.wi.us); Biebel, David; Sazama, Ryan  
**Cc:** [jmgentine@charter.net](mailto:jmgentine@charter.net); DuWayne Hameister ([duwayne@hameister-architects.com](mailto:duwayne@hameister-architects.com))  
**Subject:** Meeting with City Scheduled Thursday - Consent for Gentine to extend grading onto top of bluff owned by City

Wendy,

In preparation for the meeting with Dave and Ryan on Thursday at 2:30 p.m., the attached sketch shows the area (about 7,000 SF) that Gentines (Michele and Jeff) would like to grade back the top, steep and failing, portion (about 170 LF) of the bluff along the east side of the their lots, 3615 and 3619 N. 6<sup>th</sup> Street (see attached photo). Although these two parcels are Town of Sheboygan, most of the bluff in this vicinity is owned by the City. This grading concept will remove the near vertical scarps at the edge of their lawn at the top of the bluff for safety and will provide a slope on which it is feasible to combat invasive plants (phragmites & sumac are endemic on the bluff here)) and establish and maintain native vegetation. To accomplish this, grading will need to extend about 20' beyond their property line, which runs along the top of the bluff.

Gentines desire to learn at the meeting what process is required for City consent for this. If consent is provided, we would prepare on their behalf a permit application (under the Shoreland Ordinance) to the County that would include grading, erosion control, and re-vegetation plans.

See you on Thursday.

Sincerely,  
Roger G. Miller, P.E.  
MILLER ENGINEERS & SCIENTISTS  
920-458-6164

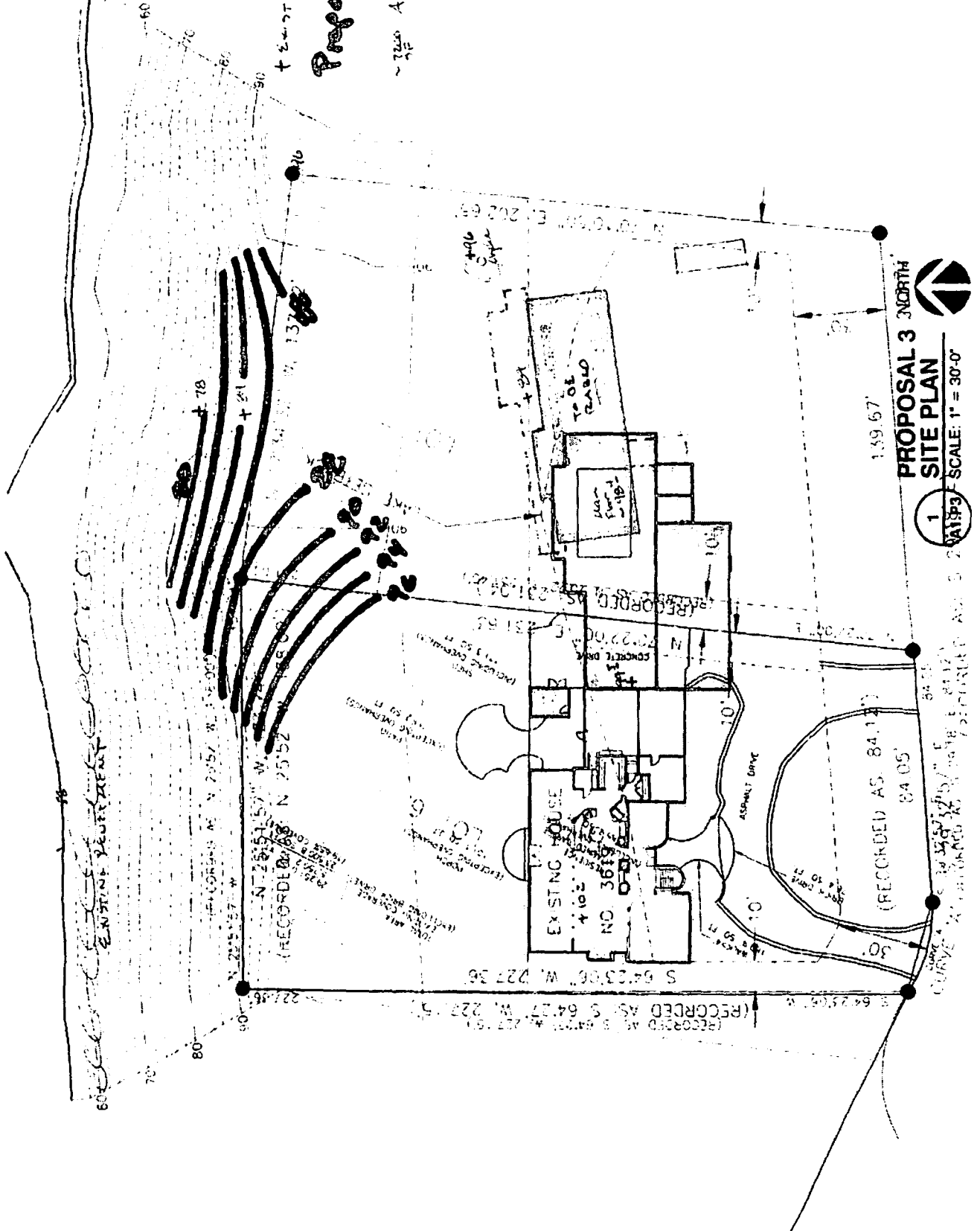
**HAMEISTER ARCHITECTS**  
 823 SOUTH TAYLOR DRIVE  
 SHEBOYGAN, WISCONSIN 53081  
 PHONE (920) 457-5500 FAX (920) 457-6008

*Proposed Contours*

~ 20' AHEAD OF DISTURBANCE  
 OF  
 (EXCAVATION)

**JEFF AND MICHELLE  
 GENTINE RESIDENCE  
 3619 NORTH 6TH STREET  
 SHEBOYGAN, WISCONSIN**

DATE	05 JULY 2012
PROJECT	SITE PLAN
NO.	101509
SCALE	1" = 30'-0"
<b>A1.P3</b>	



## BID STATEMENT OF PURPOSE (amended 8/31/2012)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will not be used for infrastructure improvements but rather will be used to recruit new businesses, promote the area, increase tourism, and organize special events.

### BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

#### RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will compliment existing retail uses. These new businesses will also generate increased traffic.

**SERVICES PROVIDERS:** Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

**INDUSTRIAL FIRMS:** Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

**PROPERTY OWNERS:** Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

**BID BOARD OF DIRECTORS**

**EXECUTIVE COMMITTEE**

**HARBOR CENTRE DEVELOPMENT COORDINATOR**

**MARKETING  
COMMITTEE**

**BUSINESS RECRUIT-  
MENT COMMITTEE**

**PROMOTIONS  
COMMITTEE**

**TOURISM  
COMMITTEE**

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes to the operating plan which will be submitted to the City Council for approval.

The board will conduct its affairs under the open meeting law and will keep minutes for public record.

## BID BOARD OF DIRECTORS

The Board shall consist of 11 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; five property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

In addition, Board members should be representative of different areas within the district, as well as large and small businesses.

## BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
  - a. Recruit new business to the district
  - b. Coordinate activities with other development groups
  - c. Interact with city government
  - d. Lobby for redevelopment programs
  - e. Act as a clearing house for information
  - f. Manage activities day-to-day
  - g. Create and coordinate special events
  - h. Work to maximize tourism activities within the city
2. Organization – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan Development Corporation, and the City.
3. Promotion – The Board of Directors will direct a Promotion Committee to develop and maintain a consistent, positive and attractive image for the Harbor Centre. The Promotion Committee will develop an aggressive media and events campaign to actively promote the area as an attractive, desirable place to live, work, shop and be entertained.
4. Marketing – The Board of Directors will direct a Marketing Committee to improve the economic environment of the Harbor Centre. The Marketing Committee will accomplish this goal by developing a business retention and recruitment program.
5. Tourism - The Board of Directors will direct efforts toward creating events, marketing them and increasing tourism to the community and Harbor Centre, in cooperation with Sheboygan Tourism. In addition, the coordinator will encourage new prospective businesses to locate in the central area.

**BID SPECIAL ASSESSMENT AND EXEMPTIONS**

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.05 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$200.00
- b.) BID fee would be a maximum of \$7500.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

**2012 BID OPERATING BUDGET**

Wages/Benefits	\$ 51,000.00
Supplies/Postage/Phone	2,878.78
Rent	7,500.00
Insurance/Taxes	4,000.00
Recruitment/Meetings/Travel	8,000.00
Professional Fees	4,500.00
Marketing/Events	50,000.00
Map & Events Guide	<u>8,000.00</u>
	<b>\$135,878.78</b>

**COMMON COUNCIL**

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

**ELEVENTH REGULAR MEETING**

The Council met: Tuesday, September 4, 2012.

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, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Absent and Excused: Dekker • 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Tenth Regular Meeting held August 20, 2012, was approved as entered on the record, all Alderpersons present voting "Aye".

**APPOINTMENTS**

September 4, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

BUSINESS IMPROVEMENT DISTRICT

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
David Gass (Business Owner)	09/04/12	09/30/13
Tom Brickley (Business Owner)	09/04/12	09/30/13
Mike Vandersteen (Business Owner)	09/04/12	09/30/13
David Haneman (Property Owner)	09/04/12	09/30/13
David Sanderson (Property Owner)	09/04/12	09/30/13
Caitlin Brotz (Business Owner)	09/04/12	09/30/13
Mike Miller (Business Owner)	09/04/12	09/30/13
Eileen Simenz (Property Owner)	09/04/12	09/30/13
William Holbrook (Property Owner)	09/04/12	09/30/13
Larry Schaefer (Property Owner)	09/04/12	09/30/13
Cad Pelishek (City Government)	09/04/12	09/30/13

MAYOR TERRY VAN AKKEREN

Lies over under the rules.

**CONFIRMATION OF APPOINTMENTS**

August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Marilyn Montemayor to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jason Schoen whose term expires 4/21/14.

MAYOR TERRY VAN AKKEREN

On motion by Alderperson Hammond and second by Alderperson Carlson, the appointment was confirmed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

August 20, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Mario Ciotala to be considered for appointment to the Mayor's International Committee, term to expire 4/22/13.

MAYOR TERRY VAN AKKEREN

On motion by Alderperson Hammond and second by Alderperson Carlson, the appointment was confirmed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

## PUBLIC FORUM

Dolcye Johnson, 1306 N. 3<sup>rd</sup> St. spoke.

## MAYOR'S ANNOUNCEMENTS

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, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

## COMMUNICATIONS AND PETITIONS

**Com. No. 9 - 12 - 13. September 4, 2012.**

Submitting a communication from Brian Wiginton regarding the no parking zone in the 2600 block of N. 6<sup>th</sup> St. Was referred to the Committee on Public Protection and Safety.

## REPORTS OF OFFICERS

**\*R. O. No. 124 - 12 - 13. By CITY CLERK. September 4, 2012.**

Submitting various license applications.

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1653	Sheboygan Sudzzers	Quarryview Center – one-day event to be held 10/20/2012 to include the whole bldg.

**R. O. No. 125 - 12 - 13. By PURCHASING AGENT. September 4, 2012.**

Submitting an estimated value of the costs associated with the contract for provision of annual bio-metric screenings for all city employees covered by the City provided health plan with the screenings to be provided by Interra Health, Inc.

The contract is based upon a minimum of 315 employees participating in the screenings. Assuming full participation the value of this contract is estimated to be \$28,000.

The requirement for competitive bidding is waived under the exemption provided in Ordinance 2-338 of the City code, allowing the city to purchase in cooperation with other units of government.

These screenings have been shown to play a role in the containment or reduction of health care insurance costs over a period of years.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Report of Officer was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

**R. O. No. 126 - 12 - 13. By CITY PLAN COMMISSION. September 4, 2012.**

Your Commission to whom was referred Gen. Ord. No. 21-12-13 and R. O. No. 115-12-13 amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at parcel #215096 (north of Erie Ave, west of N. 29<sup>th</sup> St., south of Wilgus Ave., and east of N. Taylor Dr.) from Class UR Urban Residential to Class SC Suburban Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 28, 2012, and after due consideration, recommends approval of the Ordinance.

Lies over to September 17<sup>th</sup>.

**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. Was referred to the Committee on Finance.

**R. O. No. 128 - 12 - 13. By CITY CLERK. September 4, 2012.**

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke et al.

Was referred to the Committee on Finance.

**R. O. No. 129 - 12 - 13. By CITY CLERK. September 4, 2012.**

Submitting, as a matter of record, the ByLaws of the Sheboygan Harbor Centre Business Improvement District dated August 21, 2012.

Was referred to the Committee on Finance.

**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.

Was referred to the Committee on Finance.

**R. O. No. 131 - 12 - 13. By MAYOR. September 4, 2012.**

The Mayor is requesting that the two resolutions (Res. No. 49-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013 and (Res. No. 50-12-13 by Alderperson Hammond) ordering the 2013 Budget appropriations for the City of Sheboygan funds submitted to the Common Council on August 6<sup>th</sup> along with the Mayor's Executive Budget submitted to the Common Council on August 20<sup>th</sup> and the Resolution that is coming out of Finance Committee recommending establishing the monthly premium equivalent rates all be referred to the Committee of the Whole to openly compare and discuss all current budget proposals in an effort to move forward with one budget.

On motion by Alderperson Hammond and second by Alderperson Carlson, Resolution 49-12-13, Resolution 50-12-13 and Resolution 62-12-13 were referred to the Committee on Finance, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heideman, Lessard, Matichek, Roeseler, Van Akkeren, Vander Weele, Versey, Wangemann • 13.

Nays: Kath, Lewandoske • 2.

**R. O. No. 132 - 12 - 13. By CITY CLERK. September 4, 2012.**

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. 133 - 12 - 13. By CITY CLERK. September 4, 2012.**

Submitting a communication from Daniel J. Wiltey requesting a waiver from the Sex Offender Residency restrictions in order to live at 2031 N. 12<sup>th</sup> St.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 134 - 12 - 13. By CITY CLERK. September 4, 2012.**

Submitting a communication from Roger Miller, Miller Engineers & Scientists, regarding extending grading onto top of bluff owned by the City for Michele and Jeff Gentine along the east side of their lots at 3615 and 3619 N. 6<sup>th</sup> St.

Was referred to the Committee on Public Works.

**R. O. No. 135 - 12 - 13. By CITY CLERK. September 4, 2012.**

Submitting a communication from Mary Burkard regarding an issue about her seniority with the City of Sheboygan and the most recent assignment of a full time 1<sup>st</sup> shift opening in dispatch at the Sheboygan Police Department.

Was referred to the Committee on Salaries and Grievances.

**RESOLUTIONS INTRODUCED**

**Res. No. 60 - 12 - 13. By Alderperson Hammond. September 4, 2012.**

**A RESOLUTION** ratifying the settlement in the Dan's Fish, Inc., eviction matter.

**WHEREAS**, the City v. Dan's Fish, Inc. eviction action, together with defendant's counterclaims, has been settled with a payment to Dan's Fish, Inc. of \$700 in addition to the prior refund of advance rent paid and immediate vacation of the premises at 705 Riverfront Drive by the defendant.

**NOW, THEREFORE, BE IT RESOLVED:** That the Common Council hereby ratifies said settlement.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-14.

Nays: Matichek • 1.

**Res. No. 61 - 12 - 13. By Alderperson Hammond. September 4, 2012.**

**A RESOLUTION** authorizing the Purchasing Agent to enter into contract for the provision of Health Screening Biometric services for all City employees currently participating in the City's health insurance program, and to waive the need for competitive bidding for the service.

**WHEREAS:** The City of Sheboygan is interested in providing wellness programs for its employees in an effort to control healthcare costs and:

**WHEREAS:** The City currently provides wellness and health care related services to its employees offered by Interra Health, Inc. through an agreement with Sheboygan County and;

**WHEREAS:** The proposed costs associated with the biometric screenings take advantage of the combined buying power of the City, County and Sheboygan Area School District and;

**WHEREAS:** Under Ordinance 2-338 the purchasing agent may purchase from or in cooperation with, other governmental agencies without competitive bids.

**RESOLVED:** That the Purchasing Agent is hereby authorized to enter into contract with Interra Health Inc. for the services in the amount of \$28,000.00 dependent upon participation and such authorization includes the waiver of the competitive bidding requirements.

**BE IT FURTHER RESOLVED:** That the appropriate City Officials are hereby authorized to draw orders on Account # 70411030-521900 or others as deemed appropriate by the City Treasurer in payment of same.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Matichek, Roeseler, Van Akkeren, Vander Weele, Wangemann • 13.

Nays: Matichek • 1.

Abstain: Versey • 1.

**Res. No. 62 - 12 - 13. By Alderpersons Hammond, Carlson, and Donohue. September 4, 2012.**

**A RESOLUTION** establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2013 coverage.

Was referred to the Committee on Finance.

**Res. No. 63 - 12 - 13. By Alderperson Heidemann. September 4, 2012.**

**A RESOLUTION** authorizing the representative to file applications for financial assistance from the State of Wisconsin environmental improvement fund.

Was referred to the Committee on Finance and to the Committee on Public Works.

**Res. No. 64 - 12 - 13. By Alderperson Hammond. September 4, 2012.**

**A RESOLUTION** to accept the Amended Operating Plan of the Harbor Centre Business Improvement District (BID).

**RESOLVED:** That the City of Sheboygan accepts the Amended Operating Plan of the Harbor Centre Business Improvement District (BID).

Was referred to the Committee on Finance.

**Res. No. 65 - 12 - 12. By Alderpersons VanderWeele, Donohue and Van Akkeren. September 4, 2012.**

**A RESOLUTION** repealing Res. No. 50-08-09, passed by the Common Council on July 7, 2008, authorizing a City of Sheboygan residency requirement for all newly hired, including full-time and part-time, non-represented employees.

Was filed on call of the roll.

**REPORTS OF COMMITTEES**

**R. C. No. 147 - 12 - 13. By PUBLIC WORKS. September 4, 2012.**

Your Committee to whom was referred Com. No. 8-12-13 submitting a communication from Alderperson Belanger questioning whether the City of Sheboygan continue to provide garbage collection service... or should we explore the opportunity to privatize this service?

Was referred to the Strategic Fiscal Planning Committee.

**R. C. No. 148 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred R. O. No. 94-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9633 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

Was accepted and adopted.

**\*R. C. No. 149 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. September 4, 2012.**

Your Committee to whom was referred R. O. No. 109-12-13 by the City Clerk submitting a communication from Joseph and Darlene Falle regarding an issue with goats and chickens located at 1419 N. 30<sup>th</sup> St.; recommends that the document be placed on file.

**\*R. C. No. 150 - 12 - 13. By FINANCE. September 4, 2012.**

Your Committee to whom was referred R. O. No. 116-12-13 by the City Clerk submitting a communication from Kapur and Associates, Inc., regarding the Environmental Activities and Site Conditions Summary Update for the Ramada Inn Property and City Parking Lot; recommends that the document be placed on file.

**\*R. C. No. 151 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. September 4, 2012.**

Your Committee to whom was referred R. O. No. 120-12-13 by the City Clerk submitting a communication from Thomas Laiken, Millennium Properties, Inc., requesting that a "no parking" sign on Martin Ave. alongside his business (Zodiak Bar) be removed to allow customer parking; recommends that the document be accepted and placed on file and to direct that an ordinance be drafted to address this issue.

**\*R. C. No. 152 - 12 - 13. By PUBLIC WORKS. September 4, 2012.**

Your Committee to whom was referred R. O. No. 122-12-13 by the City Clerk submitting a communication from the XTERRA BIKE RACE coordinator, requesting that they be allowed to rent the Quarryview shelter on June 28<sup>th</sup> and 29<sup>th</sup>, 2013 for the Regional Championship Race; recommends that the document be accepted and placed on file and to approve the request.

**\*R. C. No. 153 - 12 - 13. By PUBLIC WORKS. September 4, 2012.**

Your Committee to whom was referred the following:

1. R. O. No. 78-12-13 by the Purchasing Agent submitting bids for the purchase of (2) Two Motor Vehicle Division tandem axle dump trucks with plows; and
2. Res. No. 30-12-13 by Alderperson Bohren authorizing the Purchasing Agent to enter into contract for the purchase of two (2) Tandem Axle dump trucks equipped with snow plows, spreaders and accessories;

recommends that the documents be placed on file.

**R. C. No. 154 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 94-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License application #9637 be denied based upon her 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, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

**R. C. No. 155 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 107-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9662 be denied based upon her failure to accurately reveal all relevant convictions on her application and her record of violations related to the licensed activity.

A motion by Alderperson Vander Weele and second by Alderperson Matichek was made to accept and adopt the Report of Committee. Aracela Vargas spoke and the motion failed on call of the roll:

Ayes: Heidemann, Lessard, Lewandoske, Roeseler, Vander Weele, Wangemann • 6.

Nays: Belanger, Bohren, Carlson, Donohue, Hammond, Kath, Matichek, Van Akkeren, Versey • 9.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Beverage License was granted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Matichek, Roeseler, Van Akkeren, Versey • 9.

Nays: Heidemann, Kath, Lewandoske, Vander Weele • 6.

**R. C. No. 156 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 107-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License

September 4, 2012

application #9657 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and a negative recommendation from the Sheboygan Police Department.

On motion by Alderperson Vander Weele 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, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

**\*R. C. No. 157 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 107-12-13 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:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
9650	Blindauer, Charles
6833	Clements, Paula M.
8132	Gamez, Jenny V.
9653	Jackson, Kathy
9666	Olderman, Jenna M.
9651	Teal, Jenna L.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
9659	Castro-Sanchez, Luis A.

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

**R. C. No. 158 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred R. O. No. 107-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License application #9664 be denied based upon his failure to accurately reveal all relevant convictions on the application, his record of violations related to the licensed activity and a negative recommendation from the Sheboygan Police Department.

On motion by Alderperson Vander Weele 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, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

**\*R. C. No. 159 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 117-12-13 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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2805	Blue Harbor Resort	725 Blue Harbor Dr. – one-day event to be Held 9/22/2012 to include the area south of the traffic circle, east of Latitude Restaurant in grassy area.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
2919	Bomallies
2921	Walkabout, The

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
6455	Behnke, Barb J.
9669	Cook, Rachael E.
9682	Deblaey, Lisa L.
9679	Glaubig, Zachary A.
6916	Gruenke, Rebecca M.
9667	Millan, Christina M.
9673	Miller, Hannah A.

6734 Roman, Araceli  
9686 Stefanczyk, Kelsey L.  
9683 Wallner, Miriah A.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
9677	Ducat, Terry A.
8443	Wills, Michael R.

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

**\*R. C. No. 160 - 12 - 13. By LAW AND LICENSING. September 4, 2012.**

Your Committee to whom was referred R. C. No. 142-12-13 by Law and Licensing who voted to recommend that the Common Council not renew the Taxicab Operator License No. 9411 held by Roxana M. Ramirez; recommends that the license be granted contingent upon application being corrected and a warning to include all violations on future applications.

**R. C. No. 161 - 12 - 13. By SALARIES AND GRIEVANCES. September 4, 2012.**

Your Committee met and discussed Res. No. 50-08-09 by Alderpersons Bohren, Kliejunas, Heidemann and Verhaselt authorizing a City of Sheboygan residency requirement for all newly hired, including full-time and part-time, non-represented employees; recommends that the attached Resolution be passed to repeal Res. No. 50-08-09.

On motion by Alderperson Roeseler and second by Alderperson Vander Weele, the Report of Committee was accepted and adopted and to repeal the Resolution lost on call of the roll:

Ayes: Donohue, Hammond, Lessard, Roeseler, Van Akkeren, Vander Weele • 6.

Nays: Belanger, Bohren, Carlson, Heidemann, Kath, Lewandoske, Matichek, Versey, Wangemann • 9.

**\*R. C. No. 162 - 12 - 13. By PUBLIC WORKS. September 4, 2012.**

Your Committee to whom was referred Res. No. 57-12-13 by Alderperson Heidemann declaring the official intent to reimburse expenditures from proceeds of borrowing; recommends that the Resolution be passed.

**\*R. C. No. 163 - 12 - 13. By FINANCE. September 4, 2012.**

Your Committee to whom was referred a copy of Res. No. 57-12-13 by Alderperson Heidemann declaring the official intent to reimburse expenditures from proceeds of borrowing; recommends that the Resolution be passed.

**R. C. No. 164 - 12 - 13. By SALARIES AND GRIEVANCES. September 4, 2012.**

Your Committee to whom was referred Res. No. 59-12-13 by Alderpersons Bohren and Hammond providing for staff assistance to the Committee of the Whole; recommends that the attached Substitute Resolution be passed.

Was accepted and adopted.

**R. C. No. 165 - 12 - 13. By PUBLIC WORKS. September 4, 2012.**

Your Committee to whom was referred Res. No. 58-12-13 by Alderperson Heidemann authorizing the appropriate City Officials to approve the waiver of application form needed for right-of-way donation from the City business center for purposes of reconstruction and widening Cty. Hwy. OK/S. Business Dr.; recommends that the attached Substitute Resolution be passed.

Was accepted and adopted.

**RESOLUTIONS ON SECOND READING**

**\*Res. No. 57 - 12 - 13. By Alderperson Heidemann. August 20, 2012.**

**A RESOLUTION** declaring the official intent to reimburse expenditures from proceeds of borrowing.

**WHEREAS**, the City of Sheboygan, Sheboygan County, Wisconsin (the Municipality) plans to undertake the construction of new solids handling facilities at the Sheboygan Wastewater Treatment Facility to alleviate biosolids storage capacity issues;

**WHEREAS**, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds");

**WHEREAS**, because the Bonds will not be issued prior to April 1, 2013, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the Municipality, that:

September 4, 2012

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$9,200,000 for the Biosolids Handling Facility at the Sheboygan Wastewater Treatment Facility.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Hall office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This resolution shall be effective upon its adoption and approval.

**Subs. of Res. No. 59 - 12 - 13. By Alderpersons Bohren and Hammond. September 4, 2012.**

**A RESOLUTION** providing for staff assistance to the Committee of the Whole.

**WHEREAS**, the five standing committees of the common council have traditionally been provided with staff assistance from the respective departments over which the committees have general budgetary oversight; and

**WHEREAS**, the Committee of the Whole has not traditionally been provided such assistance; and

**WHEREAS**, the lack of such staff assistance for the Committee of the Whole has placed an undue burden on the Chairperson of the Committee of the Whole and the efficient functioning of the Committee; and

**WHEREAS**, with the exception of the 2011-2012 Council year, the average number of Committee of the Whole meetings over the past 5 years has been 6 or 7 meetings per Council year. Thus, providing staff assistance to the Committee of the Whole should not be a significant financial burden to the City of Sheboygan and may possibly encourage more Alderpersons to seek the important position as Chairperson of the Committee.

NOW, THEREFORE, BE IT RESOLVED: That commencing immediately, the Chief Administrative Officer shall provide for/make available staff assistance to the Committee of the Whole Chairperson in preparation of agendas, taking minutes and preparation and submittal of committee minutes to the City Clerk's Office, so as to promote the efficient functioning of said committee. One thousand dollars (\$1,000) will be added to the 2013 Council Budget to support this action.

On motion by Alderperson Roeseler and second by Alderperson VanderWeele, the Substitute Resolution passed on call of the roll:

Ayes: Belanger, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Versey, Wangemann • 13.

Nays: Matichuk • 1.

Abstain: Bohren • 1.

**Subs. of Res. No. 58 - 12 - 13. By Alderperson Heidemann. September 4, 2012.**

**A RESOLUTION** authorizing the appropriate City Officials approve the waiver of application form needed for right-of-way donation from the City business center for purposes of reconstruction and widening Cty. Hwy OK/S. Business Dr.

**RESOLVED:** That the Mayor and City Clerk are hereby authorized and directed to enter into agreement (The Donation-Waiver of Appraisal Recommendation & Approval form) with the Sheboygan County Highway Department relative to the transfer of right-of-way along S. Business Dr.

**WHEREAS**, the project will need .734 acres of land from the City business center at a value of \$22,000 per acre for a total value of \$16,148.

**WHEREAS**, this value will be a portion of the City's contribution to the overall project cost with Sheboygan County.

**BE IT FURTHER RESOLVED:** That the proper City Officials approve the agreement with the Sheboygan County Highway Department for said agreement.

On motion by Alderperson Heidemann and second by Alderperson Bohren, the Substitute Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichuk, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

**MATTER LAID OVER**

**Res. No. 56 - 12 - 13. By Alderpersons Hammond, Dekker and Carlson. August 20, 2012.**

**A RESOLUTION** to authorize a transfer of appropriations in the 2012 Budget.

**RESOLVED:** That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

**September 4, 2012**

Establishing estimated revenue and appropriation for contribution from Johnsonville Sausage for Fire Department equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Fire Department	Fire Department	
Contribution	Testing Equipment	
10122100-467101	10122100-649100	\$6,400

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, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann-15.

Nays: None.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".

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Mayor

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City Clerk