

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., May 7, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class UC Urban Commercial Classification:

1305 St. Clair Ave., Section 22, T15N, R23E

Original Plat, the west ½ of Lot 1, all of Lots 2, 3, 4 & 5. The north 50' of Lot 6, also the north 85' of Lot 8 of Blk. 81. Also the north ½ of the vacated east/west alley adjacent to said west ½ of Lot 1 and Lots 2 through 5, also the south ½ of the vacated east/west alley adjacent to Lot 8, Blk. 81, also the west 18' of the south ½ of the vacated east/west alley adjacent to Lot 9 of Blk. 81.

SUSAN RICHARDS  
City Clerk

III

Other Matters

9.7

Res. No. 180- 11 - 12. By Alderpersons Kittelson and Kath. April 4, 2012.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1305 St. Clair Ave.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., May 7, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UI Urban Industrial to Class UC Urban Commercial Classification:

1305 St. Clair Ave., Section 22, T15N, R23E

Original Plat, the west 1/2 of Lot 1, all of Lots 2, 3, 4 & 5. The north 50' of Lot 6, also the north 85' of Lot 8 of Blk. 81. Also the north 1/2 of the vacated east/west alley adjacent to said west 1/2 of Lot 1 and Lots 2 through 5, also the south 1/2 of the vacated east/west alley adjacent to Lot 8, Blk. 81, also the west 18' of the south 1/2 of the vacated east/west alley adjacent to Lot 9 of Blk. 81.

*Res over*

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

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

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

April 30, 2012

Dear Property Owner:

This is to advise you that pursuant to Res. No. 180-11-12 passed on April 16, 2012, by the Common Council of the City of Sheboygan, I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 7:00 P.M., May 7, 2012, in the Council Chambers of the City Hall. The purpose of the amendment is to change the zoning classification the Use District Classification of the following described property from Class UI Urban Industrial to Class UC Urban Commercial Classification:

1305 St. Clair Ave., Section 22, T15N, R23E

Original Plat, the west ½ of Lot 1, all of Lots 2, 3, 4 & 5. The north 50' of Lot 6, also the north 85' of Lot 8 of Blk. 81. Also the north ½ of the vacated east/west alley adjacent to said west ½ of Lot 1 and Lots 2 through 5, also the south ½ of the vacated east/west alley adjacent to Lot 8, Blk. 81, also the west 18' of the south ½ of the vacated east/west alley adjacent to Lot 9 of Blk. 81.

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

Yours very truly,

SUSAN RICHARDS  
City Clerk

RINGEL, KENNETH  
& KATHLEEN D.  
1644 BLACK WALNUT TR  
SHEBOYGAN WI 53081-5089

ELLEFSON, KERMIT L.  
& KATHLEEN M.  
N7131 MELODY LN  
SHEBOYGAN FLS WI 53085-2016

SPRINGS HOMES LLC  
1435 INDIANA AVE  
SHEBOYGAN WI 53081-4850

XIONG, ZE & MAI TENG VUE  
1518 ST CLAIR AVE  
SHEBOYGAN WI 53081-3238

GANNIGAN, LESLIE J III  
N9123 BELGIAN RD  
ELKHART LAKE WI 53020-1749

ZABEL, PAUL & TRACY  
1126 N. 14TH ST.  
SHEBOYGAN WI 53081-3213

LEAVENS, DARIUS S  
30 S 6TH ST  
WINNECONNE WI 54986-9325

SUNKLEEP, LLC  
1403 LOGAN AVE  
SHEBOYGAN WI 53083-4704

HENNING, JEFFRY C  
N6156 SEEMA CT  
SHEBOYGAN FLS WI 53085-2359

DKR APARTMENT RENTALS  
LLC  
904 GRAND AVE  
SHEBOYGAN WI 53083-4133

MANYVANH, WONGJAN  
2619 MAIN AVE  
SHEBOYGAN WI 53083-3749

MEILAHN, RICHARD & KIM  
& MEILAHN, KRISTINE  
370 PLAZA LN  
PLYMOUTH WI 53073-4288

LEE, VANG  
1203 N. 14TH ST.  
SHEBOYGAN WI 53081-3214

RODRIGUEZ, KATHERINE  
1322 ST CLAIR AVE  
SHEBOYGAN WI 53081-3234

PEEK, HAROLD A  
2509 RIDGEWAY CIR  
SHEBOYGAN WI 53081-4256

REHABILITATION CENTER OF  
SHEBOYGAN  
1305 ST CLAIR AVE  
SHEBOYGAN WI 53081-3233

SCHUH, LUKE A.  
N7478 DAIRYLAND DR  
SHEBOYGAN WI 53083-5321

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

FICK, IRVIN M. ET AL  
W7148 VON BESSER DR  
MERRILL WI 54452-8426

SCHAAL, GARRY M  
5417 LONG ACRE RD  
SHEBOYGAN WI 53083-3414

SANVILLE, THOMAS W  
1230 ST CLAIR AVE  
SHEBOYGAN WI 53081-3328

SALVATION ARMY, THE  
710 PENNSYLVANIA AVE  
SHEBOYGAN WI 53081-4645

EAST SUN DEVELOPMENT LLC  
3820 N. 13TH ST.  
SHEBOYGAN WI 53083-2945

MILLENNIUM PROPERTIES,  
INC. 1301 ERIE AVE  
PO BOX 1005  
SHEBOYGAN WI 53082-1005

MRED (14TH/ERIE) ASSOC  
W228N745 WESTMOUND DR  
WAUKESHA WI 53186-1654

MC MULLEN, T. JOHN  
& JANET M.  
N2050 COUNTY ROAD GW  
CEDAR GROVE WI 53013-1128

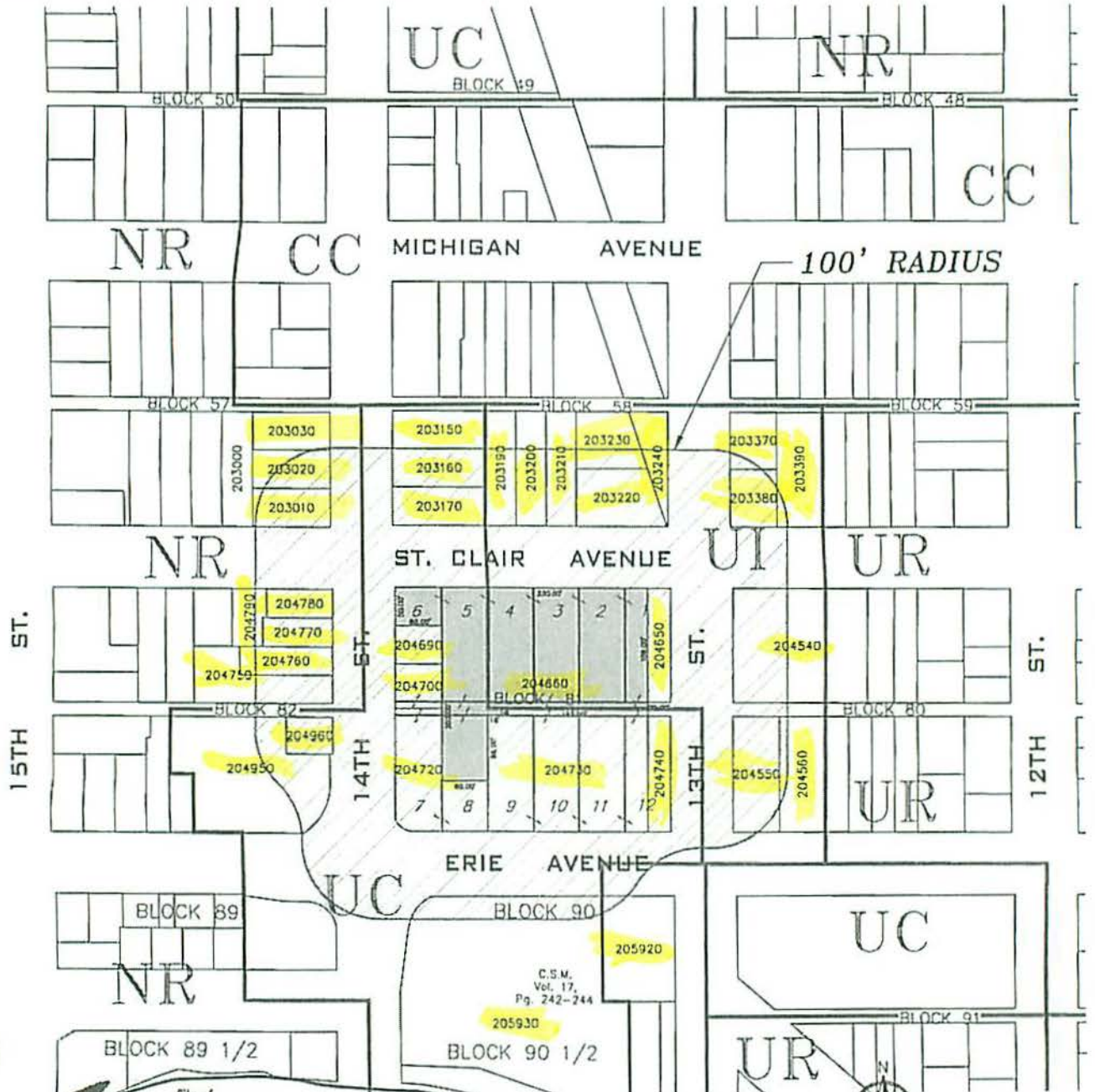
LONG, ROBT/PIZZA HUT  
%PH HOSPITALITY - STE A  
10930 W POTTER RD  
WAUWATOSA WI 53226-3450

SNITOVSKY, NORMAN  
%HEARTLAND FOOD CORP  
1400 OPUS PL  
DOWNERS GROVE IL 60515-1198

A long, thin, slightly curved diagonal line spans across the lower half of the page. Below this line, there is a handwritten signature in black ink that appears to be the initials "JH".

# PROPOSED ZONING CHANGE 1305 ST. CLAIR AVENUE SECTION 22, T. 15 N., R. 23 E.

ORIGINAL PLAT, THE WEST 1/2 OF LOT 1, ALL OF LOTS 2, 3, 4 & 5, THE NORTH 50' OF LOT 6, ALSO THE NORTH 85' OF LOT 8 OF BLOCK 81. ALSO THE NORTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO TO SAID WEST HALF OF LOT 1 AND LOTS 2 THROUGH 5, ALSO THE SOUTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO LOT 8, BLOCK 81, ALSO THE WEST 18' OF THE SOUTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO LOT 9 OF BLOCK 81.



SCALE 1" = 200'  
MARCH 27, 2012



Gen. Ord. No. 84 - 11 - 12. By Alderpersons Kittelson and Kath.  
April 4, 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 at 1305 St. Clair Ave. from Class UI Urban Industrial to Class UC Urban 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 UI Urban Industrial to Class UC Urban Commercial Classification:

1305 St. Clair Ave., Section 22, T15N, R23E

Original Plat, the west ½ of Lot 1, all of Lots 2, 3, 4 & 5. The north 50' of Lot 6, also the north 85' of Lot 8 of Blk. 81. Also the north ½ of the vacated east/west alley adjacent to said west ½ of Lot 1 and Lots 2 through 5, also the south ½ of the vacated east/west alley adjacent to Lot 8, Blk. 81, also the west 18' of the south ½ of the vacated east/west alley adjacent to Lot 9 of Blk. 81.

*City Plan*



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

Jean Kittelson  
Julie Kath

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 4th day of April, 2012.

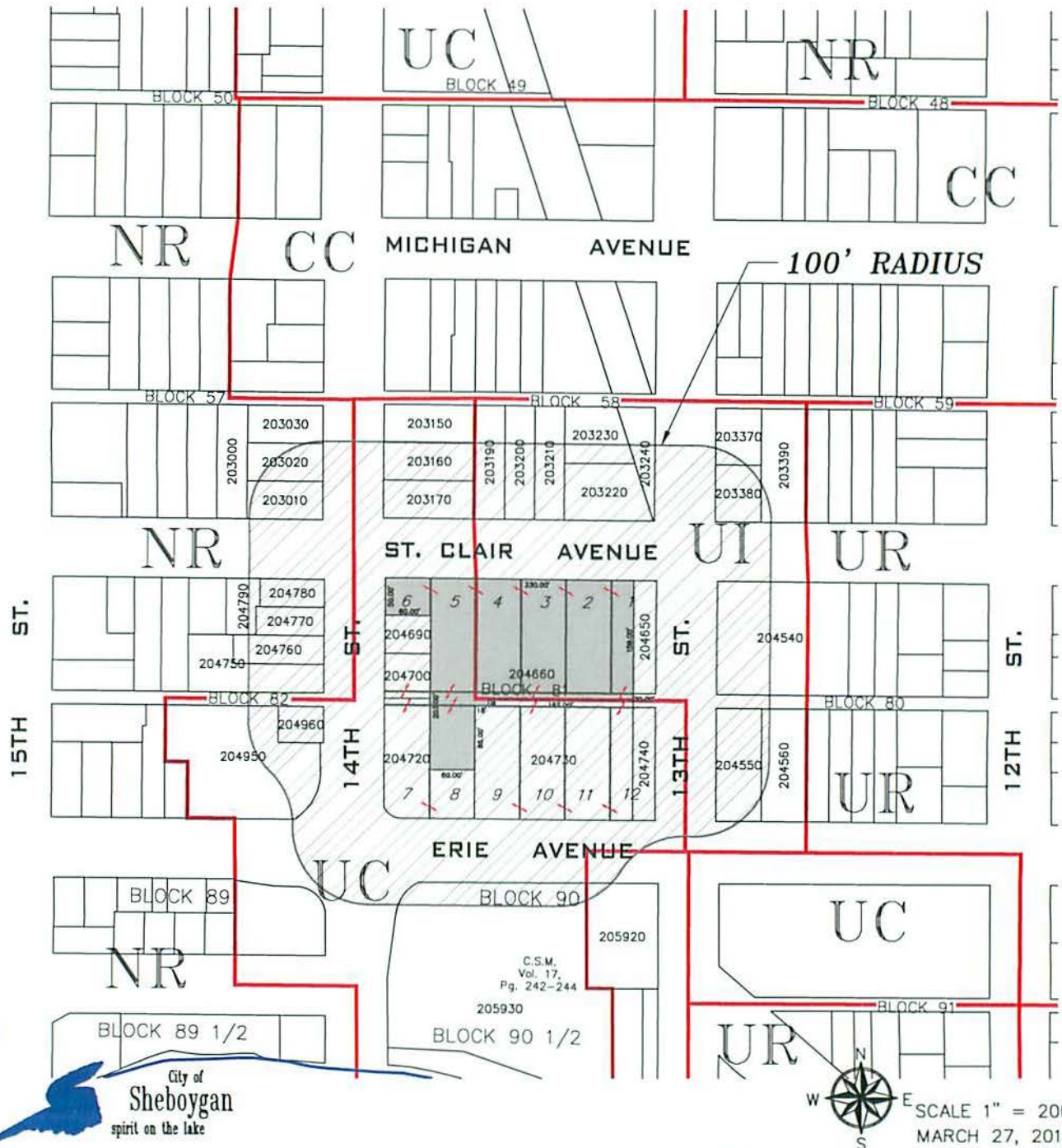
Dated April 5 2012. Susan Richards, City Clerk  
Approved April 5 2012. \_\_\_\_\_, Mayor

# PROPOSED ZONING CHANGE

## 1305 ST. CLAIR AVENUE

### SECTION 22, T. 15 N., R. 23 E.

ORIGINAL PLAT, THE WEST 1/2 OF LOT 1, ALL OF LOTS 2, 3, 4 & 5, THE NORTH 50' OF LOT 6, ALSO THE NORTH 85' OF LOT 8 OF BLOCK 81. ALSO THE NORTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO TO SAID WEST HALF OF LOT 1 AND LOTS 2 THROUGH 5, ALSO THE SOUTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO LOT 8, BLOCK 81, ALSO THE WEST 18' OF THE SOUTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO LOT 9 OF BLOCK 81.



II

Other Matters

9.5

R. O. No. 409 - 11 - 12. By CITY CLERK. April 4, 2012.

Submitting an application from RCS Empowers for a change in the zoning classification of property located at 1305 St. Clair Ave. from Class UI Urban Industrial to Class UC Urban Commercial Classification.

City Plan

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

OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: 120429  
FILING FEE: \$150.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised April, 2003

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 \$150 (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: RCS EMPowers PHONE NO.: (920) 458-8261  
ADDRESS: 1607 GEELE AVE. E-MAIL: RHAEN@QUASINS.COM  
OWNER OF SITE: RCS EMPowers PHONE NO.: (920) 458-8261

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 1305 ST. CLAIR

LEGAL DESCRIPTION: \_\_\_\_\_

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

EXISTING ZONING DISTRICT CLASSIFICATION: URBAN INDUSTRIAL

PROPOSED ZONING DISTRICT CLASSIFICATION: URBAN COMMERCIAL

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: VACANT

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: PRE-K

TO EIGHTH GRADE CHARTER SCHOOL

### 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? THE MAJORITY OF

THE BLOCK IS COMMERCIAL AS WELL AS  
THE AREA AROUND 14<sup>TH</sup> AND ERIE.

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? THE AREA IN QUESTION IS

BETTER SUITED TO BE COMMERCIAL THAN  
INDUSTRIAL.

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

THE RCS PROPERTY OCCUPIES ABOUT 40%  
OF A BLOCK THAT DUE TO HIGH TRAFFIC  
COUNTS WILL SOMEDAY BE 100% COMMERCIAL

#### 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.

Ray Haem  
APPLICANT'S SIGNATURE

3-26-12  
DATE

RAY HAEM  
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.

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 120429

License No: 0000

Date: 03/29/2012

Received By: LSL

Received From: RCS EMPOWERS, INC

Memo: ZONING CHANGE

Method of Payment: \$150.00 Check No. 54975

Total Received: \$150.00

<u>Fee Description</u>	<u>Fee</u>
Vacation Request	150.00

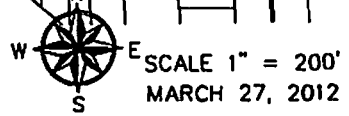
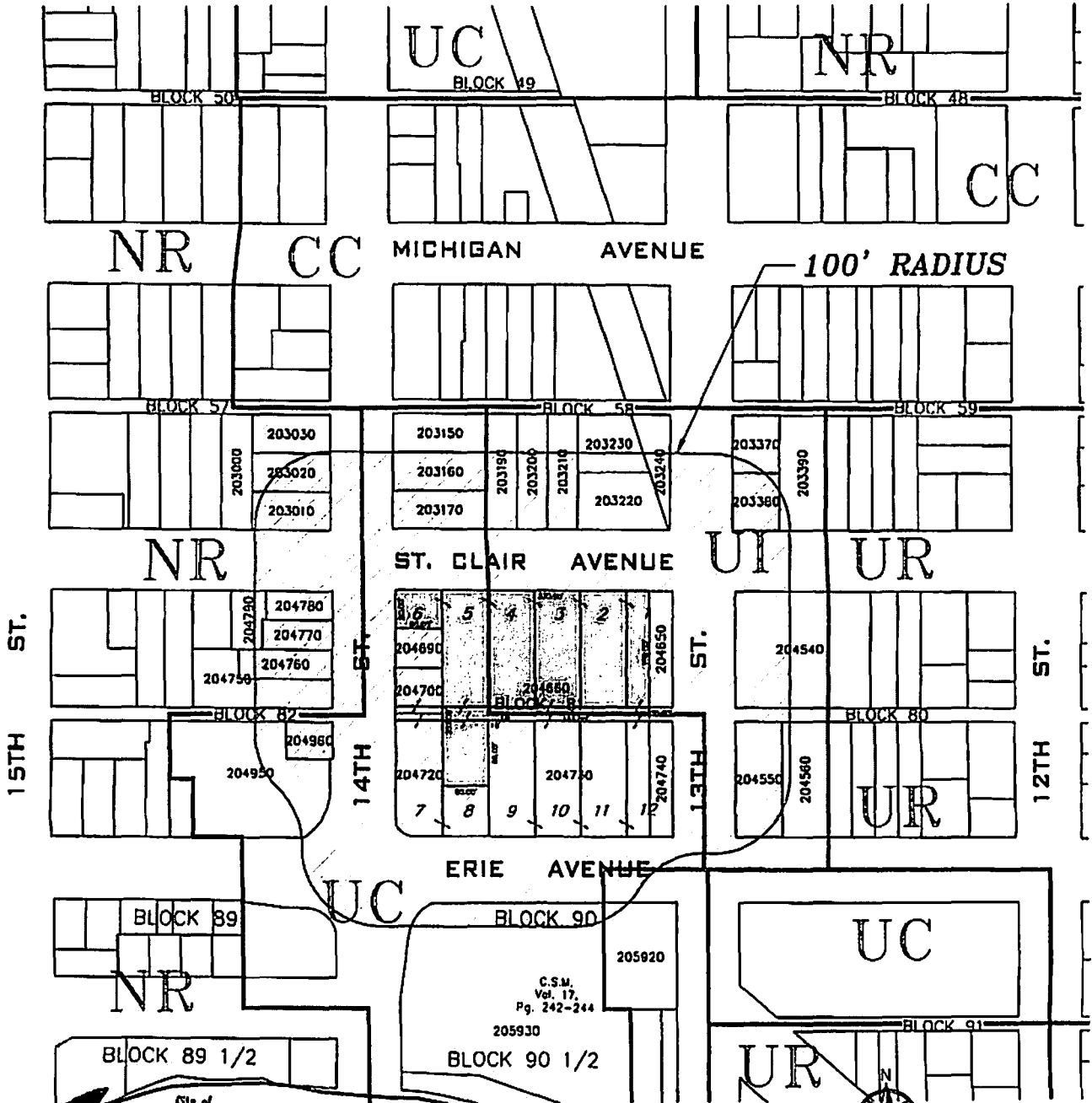
This document signifies receipt of fees in the amount indicated above.

# PROPOSED ZONING CHANGE

## 1305 ST. CLAIR AVENUE

### SECTION 22, T. 15 N., R. 23 E.

ORIGINAL PLAT, THE WEST 1/2 OF LOT 1, ALL OF LOTS 2, 3, 4 & 5, THE NORTH 50' OF LOT 6, ALSO THE NORTH 85' OF LOT 8 OF BLOCK 81. ALSO THE NORTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO SAID WEST HALF OF LOT 1 AND LOTS 2 THROUGH 5, ALSO THE SOUTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO LOT 8, BLOCK 81, ALSO THE WEST 18' OF THE SOUTH 1/2 OF THE VACATED EAST/WEST ALLEY ADJACENT TO LOT 9 OF BLOCK 81.



C.S.M.  
Vol. 17,  
Pg. 242-244  
205930  
BLOCK 90 1/2



7.2

Gen. Ord. No. 87 - 11 - 12. By Alderperson Sampson. April 16, 2012.

AN ORDINANCE repealing and recreating Subsection 15.936(1) of the City of Sheboygan Zoning Ordinance relating to fees.

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

Section 1. Subsection (1) of Section 15.936 Fees, of the City of Sheboygan Zoning Ordinance, is hereby repealed and recreated to read as follows:

"Sec. 15.936. Fees.

(1) Fees for Procedures Requested by a Private Party. The following fees are hereby established and required:

- (a) Text Amendment (per section 15.902): \$200\*
- (b) Zoning Map Amendment (per section 15.903): \$200\*
- (c) Special Use (per section 15.904): \$100\*
- (d) Conditional Use (per section 15.905): \$250\*  
(G.O. 44-01-12; 11/5/01)
- (e) Temporary Use (per section 15.906): \$ 0 \*
- (f) Sign Permit (per section 15.907): \$50 min. or  
(G.O. 44-01-02; 11/5/01) \$.50/sf of sign area\*
- (g) Site Plan (per section 15.908): \$100\*
- (h) Variance (per section 15.910): \$250\*  
(G.O. 44-01-02; 11/5/01)
- (i) Appeal (per section 15.912): \$250\*  
(G.O. 44-01-02; 11/5/01)
- (j) Zoning Verification Letter \$ 50

\*Base fee may be modified by Subsection (4) below  
(G.O. 42-96-97; 9/16/96) (G.O. 117-97-98; 3/2/98) "

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.

Kevin Samp

*City Plan  
New C.C.*

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

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

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



Gen. Ord. No. 90 - 11 - 12. By Alderperson Dekker. April 16, 2012.

AN ORDINANCE repealing and recreating Section 15.915 of the City of Sheboygan Zoning Ordinance relating to historic preservation regulations and the city housing rehabilitation loan program.

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

Section 1. Section 15.915 of the City of Sheboygan Zoning Ordinance is hereby repealed and recreated to read as follows:

**"Section 15.915 Historic Preservation Regulations and Housing Rehabilitation Loan Program**

(1) **Purpose and Intent:** It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this Section is to:

- (a) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the City of Sheboygan's cultural, social, economic, political and architectural history.
- (b) Safeguard the City of Sheboygan's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
- (c) Stabilize and improve property values and enhance the visual and aesthetic character of the City of Sheboygan.
- (d) Protect and enhance the City of Sheboygan's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.
- (e) Provide for the administration of the City of Sheboygan's housing rehabilitation loan program.

(2) **Definitions. In this Section:**

- (a) **Certificate of Appropriateness** means the certificate issued by the Commission approving alteration,

*City Plan*

rehabilitation, construction, reconstruction or demolition of a historic structure, historic site or any improvement in a historic district.

- (b) **Commission** means the City of Sheboygan Historic Preservation/Housing Rehabilitation Loan Commission.
  - (c) **Historic district** is an area designated by the City Council on recommendation of the Commission, that contains two or more historic improvements or sites.
  - (d) **Historic site** means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.
  - (e) **Historic structure** means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the City of Sheboygan, state or nation and which has been designated as a historic structure pursuant to the provisions of this Section.
  - (f) **Improvement** means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.
- (3) **Historic Preservation/Housing Rehabilitation Loan Commission Composition:** A Historic Preservation/Housing Rehabilitation Commission is hereby created, consisting of seven (7) voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; one shall be an alderperson; and three shall be citizen members with various backgrounds in areas such as finance, housing, construction and low-to-moderate income programs. The Mayor shall appoint the commissioners subject to confirmation by the City Council. Of the initial members so appointed, the alderperson and one other member shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of

three years, so as to stagger the terms. Thereafter, with the exception of the alderperson member whose term shall be one year, the term of each member shall be three years.

**(4) Historic Structure, Historic Site and Historic District Designation Criteria:**

(a) For purposes of this Section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the City of Sheboygan such as historic structures, sites, or districts which:

1. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or
2. Are identified with historic personages or with important events in national, state or local history; or
3. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or
4. Are representative of the notable work of a master builder, designer or architect who influenced his age; or
5. Have yielded, or may be likely to yield, information important to prehistory or history.

(b) The Commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this Section.

**(5) Powers and Duties:**

(a) **Designation:** The Commission shall have the power subject to subsection 15.915(6), to designate historic structures and historic sites and to recommend designation of

historic districts within the City of Sheboygan limits. Such designations shall be made based on subsection 15.915(4). Historic districts shall be approved by the City Council. Once designated, such historic structures, sites and districts shall be subject to all the provisions of this Section.

**(b) Regulation of Construction, Reconstruction, Alteration, and Demolition:**

1. No owner or person in charge of a historic structure, historic site or structure within a historic district shall reconstruct, alter or demolish all or any part of the exterior of such property or construct any improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a Certificate of Appropriateness has been granted by the Commission. Also, unless such certificate has been granted by the Commission, the building inspector shall not issue a permit for any such work.
2. Upon filing of any application for a Certificate of Appropriateness with the Commission, the Commission shall approve the application unless:
  - a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvements or site upon which said work is to be done;
  - b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;
  - c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and

intent of this Section and to the objectives and design criteria of the historic preservation plan for said district;

- d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City of Sheboygan and State of Wisconsin;
  - e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
3. If the Commission determines that the application for a Certificate of Appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the Certificate of Appropriateness. The Commission shall make this decision within forty-five (45) days of the filing of the application.
  4. The issuance of a Certificate of Appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the City of Sheboygan. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the Certificate of Appropriateness required for the proposed work.
  5. Ordinary maintenance and repairs may be undertaken without a Certificate of Appropriateness provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.
- (c) **Appeals:** Should the Commission fail to issue a Certificate of Appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may

appeal such decision to the City Council within thirty (30) days. In addition, if the Commission fails to issue a Certificate of Appropriateness, the Commission shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a Certificate of Appropriateness within the guidelines of this Section.

- (d) **Recognition of Historic Structures, Sites and Districts:** At such time as a historic structure, site or district has been properly designated, the Commission, in cooperation with the property owner may cause to be prepared and erected on such property at City expense, a suitable plaque declaring that such property is a historic structure, site or district.
- (e) **Housing Rehabilitation Loan Program:** The Commission shall have final policy-making and loan approval authority for the City's housing rehabilitation loan program.

(6) **Procedures:**

- (a) **Designation of Historic Structures and Historic Sites:**
  - 1. The Commission may, after notice and public hearing, designate historic structures and historic sites, or rescind such designation or recommendation, after application of the criteria in subsection 15.915(4). At least ten (10) days prior to such hearing, the Commission shall notify the owners of record, as listed in the office of the City of Sheboygan assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.
  - 2. The Commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall have the power to subpoena such witnesses and records as it deems necessary. The Commission may conduct an independent investigation into the proposed designation or rescission. Within ten (10) days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site, or rescind the designation. After the designation or rescission has been made, notification shall be sent to the

property owner or owners. Notification shall also be given to the City Clerk, Building Inspector, Plan Commission, and the City Assessor. The Commission shall cause the designation or rescission to be recorded, at the City of Sheboygan's expense, in the County Register of Deeds office.

**(b) Creation of Historic District:**

1. For preservation purposes, the Commission shall select geographically defined areas within the City of Sheboygan to be designated as Historic Districts and shall, with the assistance of the City of Sheboygan Department of Community Development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the City of Sheboygan, after the application of the criteria in 15.915(4), above. Each historic preservation plan prepared for or by the Commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

**2. Review and Adoption Procedure:**

a. **Historic Preservation/Housing Rehabilitation Loan Commission:** The Commission shall hold a public hearing when considering the plan for a Historic District. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 Notice under the Wisconsin Statutes in the official City paper. Notice of the time, place and purpose of the public hearing shall also be sent by the City Clerk to the Alderperson of the Aldermanic District or Districts in which the Historic District is located, and the owners of record, as listed in the office of the City Assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten (10)

days prior to the date of the public hearing. Following the public hearing, the Commission shall vote to recommend, reject or withhold action on the plan.

b. **The City Council:** The City Council, upon receipt of the recommendations from the Commission shall hold a public hearing, notice to be given as notice in subsection 15.915(6)(b)2.a., above, and shall following the public hearing either designate or reject the Historic District. Designation of the Historic District shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.


(c) **Housing Rehabilitation Loan Program:** The Commission shall be guided by the Housing Rehabilitation Loan Program Guidelines and Procedures Manual, as approved by HUD, in the performance of its duties under the housing rehabilitation loan program.

(7) **Interim Control:** No building permit shall be issued by the Building Inspector for alteration, construction, demolition, or removal of a nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the Commission at which a nomination form is first presented until the final disposition of the nomination by the Commission or the City Council unless such alteration, removal or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare or safety. In no event shall the delay be for more than one hundred eighty (180) days.

(8) **Penalties for Violations:** Any person or persons violating any provision of this Section shall be fined fifty dollars (\$50) for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Building Inspector.

(9) **Separability:** If any provision of this Section or the application thereof to any person or circumstances is held invalid, the remainder of this Section and the application of such provisions to other persons or circumstances shall not be affected thereby."

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.



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

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

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

III

Other Matters

9.2

Res. No. 190 - 11 - 12. By Alderperson Bohren. April 16, 2012.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment No. 2 to the contract between the City of Sheboygan, State of Wisconsin Dept. of Transportation, and AECOM Technical Services, Inc. in the amount of \$33,294.50 for the Eisner Ave. Reconstruction Project.

RESOLVED: That the appropriate City Officials execute an Amendment No. 2 to the contract between the City of Sheboygan, State of Wisconsin Dept. of Transportation, and AECOM Technical Services, Inc. in the amount of \$33,294.50 for the Eisner Ave. Reconstruction Project.

P.W.  
if new CC

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

**AMENDMENT NO. 2 TO THE CONTRACT BETWEEN**

**City of Sheboygan (MUNICIPALITY),**

**State of Wisconsin Department of Transportation (DEPARTMENT),**

**AND**

**AECOM Technical Services, Inc. (CONSULTANT)**

**FOR**

**Project ID: 4996-01-55  
Eisner Avenue Reconstruction  
Sheboygan County**

**DOT FOS OBJECT CODE 5501**

The contract made and entered into by and between City of Sheboygan (MUNICIPALITY), State of Wisconsin Department of Transportation (DEPARTMENT), and AECOM Technical Services, Inc. (CONSULTANT), dated September 22, 2010 is hereby amended as set forth on the following pages.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the MUNICIPALITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the DEPARTMENT

\_\_\_\_\_  
Contract Manager, WisDOT

Date: \_\_\_\_\_

This Three-Party Design Engineering Services Contract is hereby amended to remove the final roundabout design task and the storm water retention pond. The roundabout was eliminated due to the inability to acquire right of way. Two homes needed to be acquired and families relocated and an industrial property owner was not interested in giving up any property for the roundabout. After several design revisions to the retention pond, it was eliminate because of the impact to the park it was proposed to be built in. There quarters of the park was needed for the pond. Due to the parks use from a neighboring multi-family house complex residents, the City felt this was not in the best interest for the neighborhood. This amendment adds the following: Phase 2 Environmental Sampling Investigation for site No. 2 (Gus Holman) as stated in the Phase 1. Add 28 TLEs and 1 PLE to the Transportation Project Plat due to the value of the TLEs and PLEs exceeding \$1,000. Additional storm sewer design for an outfall to Lake Michigan which replaces the retention pond, adds sanitary sewer repair items requested by Municipality and a channelized intersection design at CTH LS in place of the roundabout. Storm sewer and lighting design for the intersection is also included due to those items were included as part of the final roundabout task. Reestablishing some milestone dates as indicated in bold text.

This DESIGN ENGINEERING SERVICES CONTRACT between The City of Sheboygan (MUNICIPALITY), State of Wisconsin Department of Transportation (DEPARTMENT), and AECOM Technical Services, Inc. (CONSULTANT) to provide consultant engineering services and will be completed by June 1, 2013.

**ALL SERVICES**

Delete the following:

“When this CONTRACT is Federally funded, if the total CONTRACT amount exceeds \$400,000, the CONSULTANT shall subcontract a minimum of 20 percent of the total amount to one or more Disadvantaged Business firms as defined in 49 CFR Part 26. A listing of such firms is maintained by the DEPARTMENT. This requirement does not pertain to this CONTRACT if the prime CONSULTANT is a certified Disadvantaged Business”

**B. ENVIRONMENTAL DOCUMENTATION**

**BACKGROUND INFORMATION**

The design project involves conducting a Phase 2 Environmental Sampling Investigations at site No. 2 within or adjacent to the project limits. The work will be conducted in general accordance with the WisDOT Facilities Development Manual (FDM), except as modified or clarified herein. The site and specific environmental concerns were described in AECOM's Phase 1 Hazardous Materials Assessment Report, dated January 2011.

<b>Site No.</b>	<b>Site Name/Location</b>	<b>Site Use/Concern</b>	<b>Next Action</b>
2	Gus Holman 313 North 21 <sup>st</sup> Street	Scrap Metal Processing Facility	Phase 2 Investigation

**1. General**

- a. Prepare a project-specific Health and Safety Plan/Task Hazard Analysis (HASP/THA) for toxic/ hazardous materials which shall apply to all personnel admitted to work on the project site. Other Sheboygan County representatives or contractors shall remain the responsible party for the safety, means, and methods of all construction activities other than those specifically controlled by the HASP/THA.**
- b. Locate and obtain clearance for underground utilities, and perform hand-augered soil borings to a maximum depth of 3 feet.**
- c. Retain a Department of Natural Resources (DNR) certified laboratory to analyze soil and groundwater samples collected from the site.**

**2. Phase 2 Investigations and Analysis – Site No. 2**

- a. Visually classify soil samples obtained from the borings to a maximum depth of 3 feet at each site. Field monitor soil gas in soil samples and borings with a photoionization detector (PID) using the headspace method. Record soil descriptions and PID readings onto DNR soil boring logs (DNR Form 4400-122).**
- b. Collect one soil sample from each boring for laboratory analysis from one of the following depth intervals: the highest PID reading, at the water table interface, or the bottom of the boring. The number of borings and soil sample analytical parameters for each site is indicated in Table 1.**
- c. Perform borehole closure in accordance with Chapter NR 141, Wisconsin Administrative Code, upon completion of sampling. Prepare a borehole abandonment form for each soil boring (DNR Form 3300-5B).**
- d. Photograph each soil boring location. Measure locations of soil borings from site features for use in preparing site maps.**

**3. Phase 2 Reporting**

- a. Evaluate laboratory analytical results for soil samples collected at each site by making comparisons to regulatory standards established by NR 720 and NR 746.**
- b. Prepare a Phase 2 Environmental Sampling Investigation Report (letter format) for each site, as appropriate (a total of two reports), which summarizes the investigation findings. Each report will include:**
  - 1) A summary of site background information.**
  - 2) Descriptions and documentation of field and analytical procedures.**
  - 3) Study findings, including field data and analytical results.**
  - 4) A site location map and a site plan showing general site features and soil boring locations.**

- 5) Conclusions from the site investigation and an opinion regarding additional investigation, remediation, or special provisions that may be required.
  - 6) Documentation, including DNR field forms, photographs, data sheets, and analytical reports.
- c. Submit four copies of each Phase 2 Report to the AECOM project manager in Sheboygan for general distribution.

## ASSUMPTIONS/CONDITIONS

This Basis of Understanding is subject to the following assumptions/conditions:

1. Opinions in AECOM's reports will be rendered in accordance with accepted professional standards, but shall not be construed as a guarantee or warranty as to the potential liability or impacts of potential environmental concerns at each site. AECOM's reports and opinions will be based solely on the scientific tasks outlined in this scope of services, and not on methods or procedures beyond those discussed.
2. All field work can be conducted using Level D personal protective equipment.
3. It is assumed that all Phase 2 field investigation will be conducted under one mobilization and include two samples – one at the discharge point of the stormwater detention pond in the northeast corner of the site; one in the surrounding area outside of the discharge flow path.
4. The depth to groundwater is greater than 3 feet; therefore, groundwater samples will not be collected from soil borings.
5. It is assumed that contaminated investigative wastes will not be generated during the field sampling. All investigative wastes will be disposed of such that the surrounding environment is not adversely impacted including nearby bodies of water and storm sewers.
6. Standard care will be taken to minimize landscape disturbance during borings and other field activities. However, minor disturbance of the ground surface is inevitable. It is assumed that surface disturbances will not require repair.
7. Quality control samples, other than a trip blank sample, such as duplicate samples and field blanks, will not be required.
8. Boulders and construction rubble cannot be penetrated using a hand auger. It is assumed that such materials will not be encountered.
9. The Phase 2 investigation will begin in spring 2012 (estimated).

**TABLE 1**  
**SOIL SAMPLE ANALYTICAL PARAMETERS**  
**PHASE 2 ENVIRONMENTAL SAMPLING INVESTIGATIONS**  
**Eisner Avenue**  
**SHEBOYGAN COUNTY, WISCONSIN**

Phase 1 Site No.	Site Name/Phase	No. of Borings	Max Depth (ft.)	Soil Sample Analytical Parameters					
						PCBs	PAHs	Metals	VOCs
2	Gus Holman Phase 2	2	3	-	-	2	2	2	2

PCBs – Polychlorinated Biphenyls  
PAHs – Polynuclear Aromatic Hydrocarbons  
VOCs – Volatile Organic Compounds

**I. ROAD PLANS**

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (6) Intersection Plans at Eisner Avenue and CTH "LS"
  - (1) Plan and Profile sheets
  - (2) Lighting
  - (3) Storm Sewer
  - (4) Detail sheets
  - (4) Miscellaneous Quantity sheet
  - (6) Prepare final signing and pavement marking plan
  - (7) Prepare final construction staging plan
  - (8) Prepare Intersection Capacity Analysis

**J. ROUNDABOUT PLANS**

As part of the final design efforts, the final roundabout design task will be removed:

- (1) Implement final horizontal design changes per 30% review comments.
- (2) Establish roadway profiles on each leg.
- (3) Establish circulatory roadway profile.
- (4) Preliminary central island grading design.
- (5) Drainage design/inlet locations.

- (6) Light standard locations, lighting analysis and final plans.
- (7) Needs assessment for any large guide signs or non-standard installations.
- (8) Final plan and profile with staking plan
- (9) Prepare final signing and pavement marking plan
- (10) Prepare final landscaping/central island grading plan and lighting plan
- (11) Prepare final construction staging plan

**K. PLATS**

- (1) Conduct up to six title searches and prepare reports for each.
- (2) Compute the courses of the proposed right of way parcels for use on the Transportation Project Plat.
- (3) Prepare a Transportation Project Plat for use in acquiring the needed parcels of land.
- (4) Stake the limits of the parcels to be acquired with lath for the City appraisal and negotiation purposes.
- (5) Stake the limits of the parcels to be acquired with iron pipe after acquisition.
- (6) Compute metes and bounds description of the proposed right of way parcels (28 TLEs and 1 PLE) for use on the Plat (amendment 2).
- (7) Conduct 28 Ownership searches and 1 Title search(amendment 2).

**M. PROSECUTION AND PROGRESS**

- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by April 30, 2012. The milestones in bold have changed.

Operational Planning Meeting	September 17, 2010
Hydraulic Analysis Report	November 19, 2010
Phase 1 Hazardous Materials Reconnaissance	December 31, 2010
30% Plan and Construction Cost Estimate	March 25, 2011
Environmental Document	April 29, 2011
Exceptions to Standards Report	May 27, 2011
<b>60% Plan and Construction Cost Estimate</b>	<b>March 13, 2012</b>
<b>Traffic Management Plan</b>	<b>March 13, 2012</b>
<b>Design Study Report</b>	<b>April 15, 2012</b>
<b>Easement Descriptions</b>	<b>June 15, 2012</b>
<b>90 % Plans</b>	<b>June 30, 2012</b>
<b>Right-of-Way Acquisition</b>	<b>August 1, 2012</b>
<b>Final P. S. &amp; E.</b>	<b>August 1, 2012</b>
<b>Bid Letting</b>	<b>December 11, 2012</b>
<b>Attend Preconstruction Conference</b>	

**BASIS OF PAYMENT**

- (1) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
- (a) For design engineering services performed by CONSULTANT  
A LUMP SUM OF \$425,380.21(increase \$32,716.50)
  - (b) For Archaeological Investigation sublet to Great Lakes Archaeological Research Center (GLARC), a DBE firm, the CONSULTANT's actual cost not to exceed \$1,301.04(no change) based on an actual cost proposal.
  - (c) For Historical Investigation including Inventory Cards for up to six buildings sublet to LJM Architects, the CONSULTANT's actual cost not to exceed \$3,000.00(no change) based on an actual cost proposal.
  - (d) For Soil Drilling Services sublet to J & J Soil Testing, LTD, the CONSULTANT's actual cost not to exceed \$2,700.00(no change) based on an actual cost proposal.
  - (e) For Analytical Services sublet to Pace Analytical Services, Inc. the CONSULTANT's actual cost not to exceed \$578.00 based on an actual cost proposal, (increase \$578.00).

For all services on this contract, total compensation shall not exceed \$432,959.25(increase \$33,294.50) unless approved by a written CONTRACT amendment.

## Consultant Direct Labor Rates

**Project ID:** 4996-01-55 Eisner Avenue Reconstruction

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Year 1 Increased Rate(h)	% Work at Year 2 Increased Rate(h)	% Work at Year 3 Increased Rate(h)	% Work at Year 4 t Increased Rate(h)	Weighted Average Hourly Rate(i)
Tom Holtan	Project Manager	\$62.20	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$62.20
Jenny Bixby	Roundabout Design Manager	\$69.29	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$69.29
	Senior Roundabout Engineer	\$60.76	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$60.76
Rick LeMahieu	Senior Engineer	\$48.58	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$48.58
John Voorhees	Project Engineer	\$40.82	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$40.82
	Assistant Project Engineer	\$39.63	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$39.63
Ken Wolf	Lead Surveyor	\$41.36	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$41.36
Joe Holzwart	Staff Engineer	\$29.26	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$29.26
Bill Thiele	Sr. Engineering Technician	\$32.46	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$32.46
Betty Worzella	Clerical	\$18.33	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$18.33

**Contract Start Date:** 2/28/2010  
**Contract Completion Date:** 6/1/2013

**Summary of Staff Hours and Direct Labor Costs**

**PROJECT TOTAL**

**Project ID:** 4996-01-65 Eisner Avenue Reconstruction

Classification		Project Manager		Roundabout Design Manager		Senior Roundabout Engineer		Senior Engineer		Project Engineer		Assistant Project Engineer		Lead Surveyor		Staff Engineer		Sr. Engineering Technician		Clerical		Total Direct Labor	
Avg. Hourly Wage		\$82.20		\$69.29		\$60.76		\$48.58		\$40.82		\$39.63		\$41.36		\$29.26		\$32.46		\$18.33			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Project Management	771	10	\$622.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$183.30	20	\$805.30
Data Gathering	644	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Design - Reports	748	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Environmental Documentation	767	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Agency Coordination	748	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Railroad and Utility Involvements	746	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Public Involvement	743	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Survey - General	729	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Soils & Subsurface Investigation	208		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Preliminary Roadway Design	741	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Preliminary Roundabout Design	741	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Final Roadway Design	742	12	\$746.40	0	\$0.00	0	\$0.00	36	\$1,748.88	0	\$0.00	0	\$0.00	0	\$0.00	80	\$2,340.80	48	\$1,558.08		\$0.00	176	\$8,394.16
Final Roundabout Design	742	0	\$0.00	-18	-\$1,247.22	-48	-\$2,916.48	0	\$0.00	-140	-\$5,714.80	-36	-\$1,426.68	0	\$0.00	0	\$0.00	-68	-\$2,207.28	-4	-\$73.32	-314	-\$13,585.78
Right of Way Plat	745	6	\$373.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	140	\$5,790.40	0	\$0.00	234	\$7,595.64	0	\$0.00	380	\$13,759.24
Meetings and Conferences	747	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
PS&E	784	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Lighting Design	785	4	\$248.80	0	\$0.00	0	\$0.00	0	\$0.00	16	\$653.12	0	\$0.00	0	\$0.00	0	\$0.00	24	\$778.04	0	\$0.00	44	\$1,680.96
Traffic Management Plan, Traffic Control Plan and Construction Staging	788	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Phase 2		2	\$124.40	0	\$0.00	0	\$0.00	10	\$485.80	0	\$0.00	0	\$0.00	0	\$0.00	36	\$1,053.36	0	\$0.00	6	\$109.88	54	\$1,773.54
<b>TOTAL:</b>		<b>34</b>	<b>2114.8</b>	<b>-18</b>	<b>-1247.22</b>	<b>-48</b>	<b>-2916.48</b>	<b>46</b>	<b>2234.68</b>	<b>-124</b>	<b>-5061.68</b>	<b>-36</b>	<b>-1426.68</b>	<b>140</b>	<b>5790.4</b>	<b>116</b>	<b>3394.16</b>	<b>238</b>	<b>7725.48</b>	<b>12</b>	<b>219.96</b>	<b>360</b>	<b>\$ 10,827.42</b>

## Direct Expenses by Item

**Project ID:**

**4996-01-55 Eisner Avenue Reconstruction**

<b>Item</b>	<b>Unit Amount</b>	<b>Unit Type</b>	<b>Rate</b>	<b>Total Expenses</b>
Mileage (Ph 2 Haz Mat)	25	Miles	\$0.555	\$13.88
Reproduction (Ph 2 Haz Mat)	250	Each	\$0.100	\$25.00
Mileage (Survey)	25	Miles	\$0.555	\$13.88
Survey Equipment - Total Station	4	Days	\$125.000	\$500.00
Title Search/Ownership Report	1.00	Lump Sum	\$1,850.00	\$1,850.00
Equipment (Ph 2 Haz Mat), Auger, Decon Supplies, Mini-Rae Analyzer, Containers	1.00	Lump Sum	\$147.75	\$147.75
<b>TOTAL</b>				<b>\$2,550.50</b>

## Fee Computation Summary by Engineering Task

### PROJECT TOTAL

**Project ID:**

**4996-01-55 Eisner Avenue Reconstruction**

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
Project Management	771	\$805.30	\$1,272.13	\$166.19		\$2,243.62
Data Gathering	644	\$0.00	\$0.00	\$0.00		\$0.00
Design - Reports	748	\$0.00	\$0.00	\$0.00		\$0.00
Environmental Documentation	767	\$0.00	\$0.00	\$0.00		\$0.00
Agency Coordination	746	\$0.00	\$0.00	\$0.00		\$0.00
Railroad and Utility Involvements	746	\$0.00	\$0.00	\$0.00		\$0.00
Public Involvement	743	\$0.00	\$0.00	\$0.00		\$0.00
Survey - General	729	\$0.00	\$0.00	\$0.00		\$0.00
Soils & Subsurface Investigation	208	\$0.00	\$0.00	\$0.00		\$0.00
Preliminary Roadway Design	741	\$0.00	\$0.00	\$0.00		\$0.00
Preliminary Roundabout Design	741	\$0.00	\$0.00	\$0.00		\$0.00
Final Roadway Design	742	\$6,394.16	\$10,100.85	\$1,319.60		\$17,814.61
Final Roundabout Design	742	-\$13,585.78	-\$21,461.46	-\$2,803.78		-\$37,851.02
Right of Way Plat	745	\$13,759.24	\$21,735.47	\$2,839.58	\$2,362.75	\$40,697.04
Meetings and Conferences	747	\$0.00	\$0.00	\$0.00		\$0.00
PS&E	794	\$0.00	\$0.00	\$0.00		\$0.00
Lighting Design	785	\$1,680.96	\$2,655.41	\$346.91		\$4,683.28
Traffic Management Plan, Traffic Control Plan and Construction Staging	788	\$0.00	\$0.00	\$0.00		\$0.00
Phase 2	0	\$1,773.54	\$2,801.66	\$366.02	\$187.75	\$5,128.97
<b>TOTAL:</b>		<b>\$10,827.42</b>	<b>\$17,104.06</b>	<b>\$2,234.52</b>	<b>\$2,550.50</b>	<b>\$32,716.50</b>

**Negotiated Overhead Rate:**

157.97%

**Percent Profit:**

8.00%

## Consultant Contract Total Fee Computation

Project ID:

4996-01-55 Eisner Avenue Reconstruction

Project ID	Project ID	Amendment 1	Amendment 2 157.97%		Total for Contract
<b>Number of Staff Hours</b>	3699	-26	360		4033
<b>Total Direct Labor</b>	\$138,119.16	-\$899.18	\$10,827.42		\$148,047.40
<b>Total Overhead Costs</b>	\$222,206.11	-\$1,446.60	\$17,104.06		\$237,863.57
<b>Fixed Fee/Profit</b>	\$28,826.04	-\$187.66	\$2,234.52		\$30,872.90
<b>Direct Expenses</b>	\$6,212.40	-\$166.56	\$2,550.50		\$8,596.34
<b>Subtotal</b>	\$395,363.71	-\$2,700.00	\$32,716.50		\$425,380.21
<b>LJM Architects</b>	\$3,000.00				\$3,000.00
<b>GLARC</b>	\$1,301.04				\$1,301.04
<b>J &amp; J Soil Testing, LTD</b>		\$2,700.00			\$2,700.00
<b>Pace Analytical</b>			\$578.00		\$578.00
<b>Subcontract Subtotal</b>	\$4,301.04	\$2,700.00	\$578.00		\$7,579.04
<b>TOTAL COST</b>	\$399,664.75	\$0.00	\$33,294.50		\$432,959.25

Negotiated Overhead Rate:

160.88%

III

Other Matters

9.13

Res. No. 192 - 11 - 12. By Alderperson Bohren. April 16, 2012.

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

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

1. Lee Brockman and Susan Brockman, 3226 S. 11<sup>th</sup> St.

*Pub. Wks.  
new Council*

*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

0.13

100  
100

III

**EASEMENT**

**THIS INDENTURE**, made this 13 day of April, 2012, by and between Lee Brockman and Susan Brockman, husband and wife and as joint tenants, residing at 3226 S. 11<sup>th</sup> Street, Sheboygan, Wisconsin, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:  
City Attorney  
807 Center Avenue  
Sheboygan WI 53081

309130  
Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west (10') feet of the following described property:

The south (50') feet of Lot five (5), Block three (3), Edgeview Subd. in the City of Sheboygan according to the recorded plat thereof.

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

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

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

**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this 13 day of April, 2012.

Lee Brockman  
Lee Brockman  
(Sign in the presence of a Notary Public)

Susan Brockman  
Susan Brockman  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this 13 day of April, 2012, Lee Brockman and Susan Brockman, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

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

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Terry Van Akkeren  
Mayor

ATTEST: \_\_\_\_\_  
Susan Richards  
City Clerk

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2012, Terry Van Akkeren, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Stephen G. McLean  
Wisconsin State Bar No. 01011662

## **Richards, Sue**

---

**From:** Alderperson Jim Bohren  
**Sent:** Thursday, April 26, 2012 8:40 AM  
**To:** Richards, Sue  
**Cc:** Long, Linda; Alderperson Joseph Heidemann; donlewis@charter.net  
**Subject:** FW: drop off site

Sheboygan City Clerk Sue Richards - Sue

Please include Mr. Guske's attached e-mail as a document for the Monday May 7th 2012 Common Council meeting. Please refer it to the Public Works Committee. Thanks.

### **Alderman Jim Bohren**

**8th District - Wards 24, 25 & 26**

**City of Sheboygan, Wisconsin**

**920.395.2230**

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

#### **2012 - 2013 Committee Assignments**

Chairman, Committee of the Whole

Chairman, Public Works Committee

Finance Committee

Strategic Fiscal Planning Committee

Sheboygan Transit Commission

Board of Marina, Park and Forestry Commissioners

---

**From:** Don Guske [donlewis@charter.net]  
**Sent:** Wednesday, April 25, 2012 7:22 PM  
**To:** Alderperson Jim Bohren  
**Subject:** drop off site

Dear Alderman Jim Bohren,

On Saturday morning April 21st, I went to the drop off site to get some wood chips for my garden. When I arrived, there were non to be had. The wood chip pile was completely gone. I would not normally be alarmed because at this time of the year, it is a popular item. However I have been there in the past when I personally know there were people from out of the city getting free chips also .[some with trucks that took a lot].

I am asking that the city install a sign that says "For city residents only" "Any out of city residents will be cited".

I am not asking that the drop off site be continually monitored, however the sign alone will detour many. It is not right that we let anybody in the County use the site and then when the city residents want to take advantage of this, there aren't any left. I was not the only one on Saturday to be disappointed. While I was there, other people came in and went home empty handed and I will assume many came after me with the same results as I was there at about 10:00 AM

Thank you for your help.

Don Guske

628 Sommer Drive

## **Richards, Sue**

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**From:** Alderperson Jim Bohren  
**Sent:** Monday, April 30, 2012 11:29 AM  
**To:** Richards, Sue  
**Cc:** Long, Linda; Biebel, David; Sazama, Ryan; Kolste, Joel; dumonthier@yahoo.com  
**Subject:** FW: road problem

Sheboygan City Clerk Sue Richards - Sue

Please submit Mr. DuMonthier's attached e-mail as a document for the 5/7 Common Council meeting. Please refer it to the Public Works Committee. Thanks.

### **Alderman Jim Bohren**

**8th District - Wards 24, 25 & 26**

**City of Sheboygan, Wisconsin**

**920.395.2230**

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

#### **2012 - 2013 Committee Assignments**

Chairman, Committee of the Whole

Chairman, Public Works Committee

Finance Committee

Strategic Fiscal Planning Committee

Sheboygan Transit Commission

Board of Marina, Park and Forestry Commissioners

---

**From:** gerald dumonthier [dumonthier@yahoo.com]  
**Sent:** Monday, April 30, 2012 10:33 AM  
**To:** Alderperson Jim Bohren  
**Subject:** road problem

**To:** Alderman James Bohren  
**RE:** Road problem

I live at 2807 South 12th Street one block from South High School. My concern is I can feel the house vibrate when buses, (school and city) and trucks go by. Paint is beginning to crack.

Part of the road is deteriorating in front of 2811 South 12th. I cannot determine where the problem is exactly. The weight and speed apparently cause the bus or truck to bounce and come down with a thump that vibrates the house.

I am aware that there are many streets that need repair, but I would appreciate this being addressed.

Respectfully submitted:  
Gerald DuMonthier  
2807 South 12th Street  
Sheboygan, Wi. 53081



April 20, 2012

Sheboygan Common Council  
828 Center Street  
Sheboygan, WI 53081

Dear City of Sheboygan Common Council Members,

The Sheboygan Police Department does not oppose the request of the Sheboygan Jaycees for an extension of hours to serve alcoholic beverages for the 2012 Bratwurst Days event. Their request would allow alcohol to be served until 11:15 p.m. on Friday, August 5, 2012 and Saturday, August 6, 2012. This would still require the park to be closed and cleared out by midnight (12:00 a.m.)

The Jaycees have met with Captain Steve Cobb and discussed the set up and operation of the event and will comply with Sheboygan Police Department recommendations for safety and security of the event. If granted by the Common Council the extension of time would be for one year and would be re-evaluated in 2013.

If you have any questions please contact me at 920-459-3343 or Captain Cobb at 920-459-4268.

Sincerely,

Christopher Domagalski  
Chief of Police  
Sheboygan Police Department

DEPARTMENT  
OF POLICE

1315 N. 23RD ST.  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)



April 27<sup>th</sup>, 2011

Sheboygan City Council  
c/o City Clerk's Office  
828 Center Ave.  
Sheboygan, WI 53081

To Whom It May Concern:

Upon receipt of this letter, the Sheboygan Jaycee's are formally requesting the review and approval of the operating hours for our annual Brat Day's festival located at Kiwanis Park. This year's festival will be from Thursday, August 4<sup>th</sup>, 2011 through Saturday, August 6<sup>th</sup>, 2011. We are requesting the same hours that we have had approved for Brat Days in 2010. The following table summarizes our request:

	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>Music Ends:</b>	10:30 pm	11:00 pm	11:00 pm
<b>Beer Sales End:</b>	10:00 pm	11:15 pm	11:15 pm
<b>Park Closes:</b>	Midnight	Midnight	Midnight

The hours of operation that were in place the last few years were very successful, and we do not anticipate anything but the status quo going into 2011. I have contacted the Sheboygan Police Department regarding this request and enclosed is a letter from Chief Domagalski expressing his support.

The benefits of these hours of operation include:

- Allowing people to leave on their own accord and not be forced out by our security team or the police department (a cool down period of 45 minutes before the park closes).
- Give our patrons an opportunity to purchase food and beverages, if desired, after the band is done playing. This is meant to keep the noise down in the neighborhood.
- This festival has brought international attention and thousands of dollars to the City of Sheboygan. We welcome the opportunity to keep our patrons longer.

The Sheboygan Jaycees would like to attend the appropriate committee meetings and a city council meeting regarding this request. Should you have any questions pertaining to this request, please contact me at 920-980-3015 or via e-mail at [john.cinealis@toro.com](mailto:john.cinealis@toro.com).

We thank you and appreciate your time and consideration in this matter.

Sincerely,

John Cinealis  
Brat Days 2011 Administration Chairman

## APPEAL PROCESS

### WAIVER RELATING TO THE SEXUAL OFFENDER RESIDENCY RESTRICTIONS

1. COMPLETE A COVER LETTER:

My name is Scott D. Deibert and I am requesting a waiver to the sexual offender residency restrictions.

INCLUDE : ADDRESS YOU WANT TO MOVE TO  
PHONE NUMBER YOU MAY BE CONTACTED AT  
SIGN THE COVER LETTER

COMPLETE THE APPLICATION.

2. RETURN THE LETTER AND APPLICATION IN PERSON OR MAIL TO THE:

CITY CLERK  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

3. THE CITY CLERK WILL REFER THE REQUEST TO THE NEXT AVAILABLE COMMON COUNCIL MEETING, WHICH MEETS THE FIRST & THIRD MONDAYS OF THE MONTH.

4. THE REQUEST WILL THEN BE REFERRED TO THE COMMITTEE ON PUBLIC PROTECTION & SAFETY PER SUB GEN. ORD NO. 52-08-09 SEC. 70-265 – APPEALS.

Date May 2, 2012

My name is Scott D. Deibert.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1419 A N. 12<sup>th</sup> St.

Sheboygan, WI. lived there over a year already with  
Madison knowing.

Signature Scott D. Deibert

Phone No 920-946-1793

II

R. O. No.       - 12 -13. By PURCHASING AGENT. May 7, 2012.

Submitting a breakdown of hardware, software and related equipment for the complete replacement of the I.T Department(s) main (core) server appliance, main electronic switch and related equipment, including software.

All pricing reflects the city's ability to access either State of WI and/or national contracts, thereby relieving the city of the need for competitive bidding and waiving said requirements.

VENDOR	ITEM	COST
Hewlett-Packard Direct	HP Proliant G7 Server and related equipment including Fiber optic interface	\$10,372.32
CDW-Government	Main Switches and related Hardware	\$16,075.00
	VM Ware Software upgrades	<u>\$10,722.00</u>
		\$37,169.32

The above purchase is included in the 2012 Capital Improvements Budget for the Information Technology Department. The recommendation is to proceed with the purchase(s) to ensure network reliability and position the infrastructure for future growth and technological upgrades and improvements.

Respectfully submitted,

Bernard R. Rammer

## Richards, Sue

---

**From:** Dee Ware [DWare@sbsite.com]  
**Sent:** Wednesday, May 02, 2012 7:59 AM  
**To:** Richards, Sue  
**Subject:** WI21282-A Wilson Avenue; SBA Ground Lease Proposal

May 2, 2012

Sent Via Email: [SRichards@ci.sheboygan.wi.us](mailto:SRichards@ci.sheboygan.wi.us)

City of Sheboygan  
Attn: Ms. Susan Richards

**RE: SBA Ground Lease WI21282-A Wilson Avenue; 3333 Lake Shore Drive**

Dear Ms. Richards:

SBA Communications has a cell tower site on Lake Shore Drive in the City of Sheboygan. The current lease agreement is for **\$13,439.16 annually** with a **3% escalation** every year. Your next escalation will be on **9/1/2012** and the lease expires on **9/6/2025**. With that in mind we would like to extend the current lease for an additional 55 years or eleven terms of 5 years each. If acceptable we will prepare the documents for the City to review and sign.

We know opportunities arise unexpectedly and we like to let our ground owners know all the options SBA has available. If a lump sum payment would be of better use to the City at this time we offer the following ground lease buyout options that can easily be taken advantage of today, for example:

SBA can prepare a lease for a lump sum prepaid 65 year lease buyout for **\$175,000 cash now**; or, extend the lease for 65 years from the date of execution and purchase one-half of the rent for a lump sum amount of **\$85,000** and the City would continue to receive **\$6,219.58** rent annually with the annual **3% escalation**.

In exchange for acceptance of either of these options, **you receive the lump sum payment plus:**

- Your rent continues to be paid uninterrupted until day of closing;
- Upon receipt of a fully executed Letter Agreement, we strive to close within 45 days;
- We continue the same property site maintenance regardless of structure;
- We order due diligence and prepare all closing documents;
- As the owners of the tower on the property we have all the documents we need to expedite the closing process and are highly focused on ensuring you receive your money as soon as possible;
- And, we pay all closing costs associated with the transaction exclusive of any advisory fees you may incur for your personal attorney or accountant; and
- ***If technology changes or SBA determines the tower is no longer of use, you would keep any money paid as part of this transaction.***

As your business partner, we are committed to helping you structure a transaction that meets your requirements if you need cash for any reason.

Please contact me at 678-942-3744 so we may discuss your needs and clarify any questions you may have.

Sincerely,

**Dee Ware**  
Real Estate Acquisition Specialist



**SBA COMMUNICATIONS CORPORATION**  
11350 Old Roswell Road  
Suite 900  
Alpharetta, GA 30009

678.942.3744 + T  
561.989.2953 + F  
[dware@sbsite.com](mailto:dware@sbsite.com)

*Your Signal Starts Here.*

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Mayor Terry Van Akkeren  
828 Center Ave.  
Sheboygan, WI

Kathy Nickel  
808 S. 16<sup>th</sup>  
Sheboygan, WI  
208-6493

April 30, 2012

Dear Mayor Van Akkeren

I would like to introduce myself. I am Kathy Nickel, a lifetime resident of Sheboygan, dog owner; dog lover. I was very delighted when Sheboygan was finally granted a dog park. However, through a self-directed/conducted survey of 172 dog owner/visitors to the park (and with my full-time work schedule, these numbers of surveyers could have gone up), I have come to learn of their concerns and hopes for some implementation of possible upgrades to the park, which seems to be busy all of the time. Concerns are as follows:

- 1.) running water, 2.) a bus stop-like shelter for when weather is inclement, 3.) gravel, 4.) picnic benches and the help of the city or whomever to fill muddied holes
- One of the other main suggestions was to have a dog park also on the north side of the city so north residents do not have to drive way to the south side. This suggestion was high on the list.

The survey encompassed much of Sheboygan County residents, not only those from the city. In fact, motorists traveling north and south have also stopped in.

It is my hope that you and/or the common council could bring this matter up at a near-future meeting. The dog- owners who frequent the park with their pets would be overjoyed if some, if not all, of the aforementioned ideas could be implemented.

Sincerely,

Kathy Nickel

**SHEBOYGAN WATER UTILITY**

An Enterprise Fund of the  
City of Sheboygan, Wisconsin

**FINANCIAL STATEMENTS**

Including Independent Auditors' Report

As of and for the Years Ended December 31, 2011 and 2010

**SHEBOYGAN WATER UTILITY**  
An Enterprise Fund of the City of Sheboygan, Wisconsin

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As of and for the Years Ended December 31, 2011 and 2010

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**INDEPENDENT AUDITORS' REPORT**

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## INDEPENDENT AUDITORS' REPORT

To the Utility Commission  
Sheboygan Water Utility  
Sheboygan, Wisconsin

We have audited the accompanying statements of net assets of Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, Wisconsin, as of December 31, 2011 and 2010, and the related statements of revenues, expenses, and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of utility management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Sheboygan Water Utility enterprise fund and do not purport to, and do not, present fairly the financial position of the City of Sheboygan, Wisconsin, and the changes in its financial position and its cash flows in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sheboygan Water Utility as of December 31, 2011 and 2010, and the changes in its financial position and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America as they apply to enterprise funds of governmental entities.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economical, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Baker Tilly Virchow Krause, LLP*

Milwaukee, Wisconsin  
March 29, 2012

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**MANAGEMENT'S DISCUSSION  
AND ANALYSIS**

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2011 and 2010

---

The purpose of this section is to provide users with an objective, easy to read overview of the financial activities of the Sheboygan Water Utility for the years ended December 31, 2011 and 2010. This section should be read in conjunction with the financial statements and the accompanying notes that follow.

### FINANCIAL HIGHLIGHTS

- The utility's operating income increased from \$2,084,764 in 2010 to \$2,655,069 in 2011.
- The utility's total cash position increased from \$4,302,600 in 2010 to \$4,356,199 in 2011.
- The utility's unrestricted cash and investment position increased from \$3,337,163 in 2010 to \$3,376,908 in 2011.
- The utility's total net assets increased by \$1,386,852 in 2011 from \$28,745,421 in 2010 to \$30,132,273 in 2011.
- The utility's total liabilities decreased by \$462,982 in 2011 from \$11,682,063 in 2010 to \$11,219,081 in 2011.

### FINANCIAL STATEMENTS

The financial statements report information of the utility using accounting methods similar to those used by private sector companies. The statements offer both short and long term information regarding the activities of the utility. The statements of Net Assets include the utility's assets (investments) and liabilities (obligations to creditors). These statements provide information to assess the liquidity and financial flexibility of the utility.

The Statements of Revenues, Expenses and Changes in Net Assets will measure the success of the utility's operations for the past year. All of the current year's revenues and expenses are included in this statement and will show if the utility has recovered all of its costs through user fees.

Cash receipts, cash payments, net changes in cash resulting from investing and financing activities are shown in the Statements of Cash Flows. This will also answer questions regarding where did the cash come from, what was the cash used for and what was the change in cash balance.

### FINANCIAL ANALYSIS OF THE UTILITY

The Statements of Net Assets and Statements of Revenues, Expenses and Changes in Net Assets will assist in answering the question of how the past year's activities have affected the financial position of the utility. The Statements of Net Assets will show the difference between assets and liabilities. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

The following Statement of Net Assets shows that net assets increased \$1,386,852 during 2011, an increase of 4.8%. Total assets increased \$923,870 in 2011 or 2.3%. The utility saw a .7% increase in capital assets or \$324,718 in 2011. Capital additions were financed with operating income. Restricted assets increased \$26,459 in 2011 due to the principals and interest due on the revenue bonds.

Net assets increased \$894,606 during 2010, an increase of 3.2%. Total assets increased \$408,688 in 2010 or 1%. The Utility saw a .7% increase in capital assets or \$312,723 in 2010. Capital additions were financed with operating income. Restricted assets decreased \$29,328 in 2010 due to the principals and interest due on the revenue bonds.

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2011 and 2010

### FINANCIAL ANALYSIS OF THE UTILITY (cont.)

#### SHEBOYGAN WATER UTILITY STATEMENTS OF NET ASSETS December 31, 2011, 2010 and 2009

	2011	2010	2009
Unrestricted current and other assets	\$ 5,229,658	\$ 4,873,175	\$ 3,840,684
Restricted assets	979,291	965,437	994,765
Capital assets	35,142,405	34,588,872	35,183,347
<b>Total Assets</b>	<b>41,351,354</b>	<b>40,427,484</b>	<b>40,018,796</b>
Current liabilities payable			
from unrestricted assets	1,761,511	1,674,619	1,376,972
Liabilities payable from restricted assets	619,143	602,585	667,601
Non-current liabilities	8,838,427	9,404,859	10,218,553
<b>Total Liabilities</b>	<b>11,219,081</b>	<b>11,682,063</b>	<b>12,263,126</b>
Invested in capital assets, net of related debt	26,677,972	25,597,862	24,780,658
Restricted	250,873	224,414	253,405
Unrestricted	3,203,428	2,923,145	2,781,759
<b>Total Net Assets</b>	<b>\$ 30,132,273</b>	<b>\$ 28,745,421</b>	<b>\$ 27,815,822</b>

The following Statements of Revenues, Expenditures and Changes in Net Assets helps to further explain the nature of the increase in net assets during 2011 and 2010.

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2011 and 2010

### FINANCIAL ANALYSIS OF THE UTILITY (cont.)

#### SHEBOYGAN WATER UTILITY STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS December 31, 2011, 2010 and 2009

	2011	2010	2009
Operating revenues	\$ 6,997,904	\$ 6,774,103	\$ 5,621,700
Non-operating revenues	16,695	46,305	42,524
Total Revenues	<u>7,014,599</u>	<u>6,820,408</u>	<u>5,664,224</u>
Operating expenses	4,342,835	4,689,339	4,518,378
Non-operating expenses	358,548	399,480	352,448
Total Expenses	<u>4,701,383</u>	<u>5,088,819</u>	<u>4,870,826</u>
Income before capital contributions and transfers	2,313,216	1,731,589	793,398
Capital contributions	7,125	67,161	32,000
Interfund transfers (tax equivalent)	<u>(933,489)</u>	<u>(904,144)</u>	<u>(790,405)</u>
Change in Net Assets	1,386,852	894,606	34,993
Beginning Net Assets	<u>28,745,421</u>	<u>27,850,815</u>	<u>27,815,822</u>
Ending Total Net Assets	<u>\$ 30,132,273</u>	<u>\$ 28,745,421</u>	<u>\$ 27,850,815</u>

#### 2011

The Statement of Revenues, Expenses and Changes in Net Assets reflects an increase in operating revenues of \$223,801. This increase is due to a 1.2% increase in water consumption in 2011. The decrease in non-operating revenues of \$29,610 is due to the very low interest rates offered in 2011. The \$346,504 reduction in 2011 in operating expenses is due to lower costs for Workmen's Compensation and health insurance and fewer chemicals needed for water purification.

Due to less development in the City in 2011, the Capital Contributions dropped almost \$60,000 from 2010 to 2011.

#### 2010

The Statement of Revenues, Expenses and Changes in Net Assets reflects an increase in operating revenues of \$1,152,403. This increase is due to a 7.4% increase in water consumption in 2010 and a rate increase implemented in March. The slight increase of \$3,781 in non-operating revenues is due to interest earned on revenues. The operating expense increase of \$170,961 is due to increases in the cost of water treatment, and insurance costs.

Capital contributions increased in 2010. This figure is dependent on new subdivision additions in the City. In 2010, 291 feet of 16" water main was laid on Grey Fox Drive, a Werner development.

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2011 and 2010

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### **CAPITAL ASSETS AND DEBT ADMINISTRATION**

#### *CAPITAL ASSETS*

At the end of 2011 the water utility had \$46.9 million in invested property, plant and equipment in service. This \$324,718 increase came from Taylor Hill Reservoir upgrades, security upgrades to the plant and utility grounds, valve replacements in the plant, three new utility vehicles, and new billing software and server upgrade. The utility also installed 112 feet of 8" and 560 feet of 12" water main on Huron Avenue between 10<sup>th</sup> and 11<sup>th</sup> Street. On North 6<sup>th</sup> Street between Center and Penn Avenue, the utility installed 300 feet of 16" water main; and another 1,170 feet of 8" water main on North 5<sup>th</sup> and 6<sup>th</sup> Street between Wisconsin and Washington.

At the end of 2010 the water utility had \$46.6 million in invested property, plant and equipment in service. This \$312,723 increase came from replacing the electronic monitoring system on all eleven filter beds, replacing and upgrading the old heating system in the plant to more efficient gas heating, replacing and upgrading several of the component filters and actuators used in the filtration of water, and the start of roof and exterior masonry repair on the plant. The Utility also replaced almost 400 feet of 120 year old water main on Maryland Avenue between 13<sup>th</sup> and 14<sup>th</sup> Streets, and another 350 feet of 8" and 380 feet of 12" water main on Center and Wisconsin Avenues from North 6<sup>th</sup> to North 7<sup>th</sup> Streets.

#### *DEBT*

On December 31, 2011, the Sheboygan Water Utility had outstanding revenue bond debt of \$9,126,398. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$2,176,398, to be retired in 2023. This also included the revenue bond of \$4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of \$3,225,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 5.00% interest rate, balance of \$3,725,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation has a remaining balance of \$275,410. There was no new debt in 2011.

On December 31, 2010, the Sheboygan Water Utility had outstanding revenue bond debt of \$9,652,779. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$2,327,779, to be retired in 2023. This also includes the revenue bond of \$4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of \$3,425,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 4.00% interest rate, balance of \$3,900,000. These bond proceeds funded the construction of the booster pump station and two new reservoirs at Erie Avenue and I-43, completed in 2008. There is also a balance of \$275,984 on the \$302,004 debt for the Unfunded Retirement obligation.

### **ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES**

There was no rate increase in 2011, but there will be an 8% increase in the first quarter of 2012; in addition, the Board of Water Commissioners approved an increased rate of return. This rate increase is part of a phased plan to pay for water main projects to alleviate areas of low pressure, a future wash water tank replacement, and a UV disinfection system.

### **CONTACTING THE UTILITY FINANCIAL MANAGEMENT**

This financial report is designed to provide a general easy to read overview of the finances of the Sheboygan Water Utility and to provide an overview of plans for the future. If you have any questions about this report or would like to obtain additional information, please feel free to contact the Board of Water Commissioners at 72 Park Avenue Sheboygan, WI 53081-2958 or telephone (920) 459-3800.

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**FINANCIAL STATEMENTS**

# SHEBOYGAN WATER UTILITY

## STATEMENTS OF NET ASSETS As of December 31, 2011 and 2010

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	<i>ASSETS</i>	<u>2011</u>	<u>2010</u>
<b>CURRENT ASSETS</b>			
Cash and investments		\$ 3,376,908	\$ 3,337,163
Restricted Assets			
Principal and interest redemption account		314,472	300,618
Customer accounts receivable		973,044	931,701
Due from municipality		174,975	119,769
Materials and supplies		246,316	261,806
Prepayments		<u>26,720</u>	<u>27,573</u>
Total Current Assets		<u>5,112,435</u>	<u>4,978,630</u>
<b>NON-CURRENT ASSETS</b>			
Restricted Assets			
Reserve account		664,819	664,819
Other Assets			
Non current receivable		-	10,778
Special assessments receivable		431,695	184,385
Capital Assets			
Plant in service		46,896,311	46,571,593
Accumulated depreciation		(13,431,978)	(12,592,747)
Construction work in progress		<u>1,678,072</u>	<u>610,026</u>
Total Non-Current Assets		<u>36,238,919</u>	<u>35,448,854</u>
<b>Total Assets</b>		<u>41,351,354</u>	<u>40,427,484</u>

<b>LIABILITIES</b>		<u>2011</u>	<u>2010</u>
<b>CURRENT LIABILITIES</b>			
Accounts payable		\$ 180,528	\$ 125,872
Accrued wages		47,994	51,225
Accrued taxes		954,120	921,912
Accrued vacation leave		90,302	80,198
Current portion of general obligation debt		10,692	10,129
Current Liabilities Payable from Restricted Assets			
Current portion of revenue bonds		555,544	526,381
Accrued interest		<u>63,599</u>	<u>76,204</u>
Total Current Liabilities		<u>1,902,779</u>	<u>1,791,921</u>
<b>NON-CURRENT LIABILITIES</b>			
General obligation debt		264,719	275,411
Revenue bonds		8,570,854	9,126,398
Unamortized debt premium		2,854	3,050
Accrued sick leave		<u>477,875</u>	<u>485,283</u>
Total Non-Current Liabilities		<u>9,316,302</u>	<u>9,890,142</u>
Total Liabilities		<u>11,219,081</u>	<u>11,682,063</u>
<b>NET ASSETS</b>			
Net assets invested in capital assets, net of related debt		26,677,972	25,597,862
Restricted		250,873	224,414
Unrestricted		<u>3,203,428</u>	<u>2,923,145</u>
TOTAL NET ASSETS		<u>\$ 30,132,273</u>	<u>\$ 28,745,421</u>

See accompanying notes to the financial statements.

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## SHEBOYGAN WATER UTILITY

### STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS For the Years Ended December 31, 2011 and 2010

	<u>2011</u>	<u>2010</u>
<b>OPERATING REVENUES</b>		
Sales of water	\$ 6,877,911	\$ 6,657,955
Other	<u>119,993</u>	<u>116,148</u>
Total Operating Revenues	<u>6,997,904</u>	<u>6,774,103</u>
<b>OPERATING EXPENSES</b>		
Operation and maintenance	3,317,123	3,662,640
Depreciation	<u>1,025,712</u>	<u>1,026,699</u>
Total Operating Expenses	<u>4,342,835</u>	<u>4,689,339</u>
<b>OPERATING INCOME</b>	<u>2,655,069</u>	<u>2,084,764</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>		
Investment income	12,459	44,913
Gain on sale of capital assets	4,236	1,392
Interest expense	(358,745)	(399,677)
Amortization of debt premium	<u>197</u>	<u>197</u>
Total Non-Operating Revenues (Expenses)	<u>(341,853)</u>	<u>(353,175)</u>
Income Before Contributions and Transfers	2,313,216	1,731,589
<b>CAPITAL CONTRIBUTIONS</b>	7,125	67,161
<b>TRANSFERS - TAX EQUIVALENT</b>	<u>(933,489)</u>	<u>(904,144)</u>
<b>CHANGE IN NET ASSETS</b>	1,386,852	894,606
NET ASSETS - Beginning of Year	<u>28,745,421</u>	<u>27,850,815</u>
NET ASSETS - END OF YEAR	<u>\$ 30,132,273</u>	<u>\$ 28,745,421</u>

See accompanying notes to the financial statements.

# SHEBOYGAN WATER UTILITY

## STATEMENTS OF CASH FLOWS For the Years Ended December 31, 2011 and 2010

	2011	2010
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Received from customers	\$ 6,975,164	\$ 6,746,903
Paid to suppliers for goods and services	(1,925,352)	(2,294,801)
Paid to employees for operating payroll	(1,328,559)	(1,427,192)
Net Cash Flows From Operating Activities	3,721,253	3,024,910
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Paid to municipality for tax equivalent	(901,281)	(790,079)
Debt retired on pension liability	(10,129)	(9,556)
Interest paid on pension liability	3,492	(17,252)
Net Cash Flows From Noncapital Financing Activities	(907,918)	(816,887)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Acquisition and construction of capital assets	(1,990,301)	(524,601)
Received from the sale of capital assets	4,236	1,390
Capital contributions received	7,125	-
Special assessments received	71,248	77,074
Salvage on retirement of plant	36,722	1,109
Debt retired	(526,381)	(562,330)
Interest paid	(374,844)	(386,169)
Net Cash Flows From Capital and Related Financing Activities	(2,772,195)	(1,393,527)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment income	12,459	44,913
Net Change in Cash and Cash Equivalents	53,599	859,409
<b>CASH AND CASH EQUIVALENTS - Beginning of Year</b>	4,302,600	3,443,191
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	\$ 4,356,199	\$ 4,302,600
<b>NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Developer financed additions to utility plant	\$ -	\$ 67,161
Special assessments levied	\$ 127,513	\$ -

	<u>2011</u>	<u>2010</u>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Operating income	\$ 2,655,069	\$ 2,084,764
Noncash items in operating income		
Depreciation	1,025,712	1,026,699
Depreciation charged to clearing and other utilities	141,243	116,620
Changes in assets and liabilities		
Customer accounts receivable	(30,564)	(76,041)
Due from municipality	(55,206)	(12,349)
Materials and supplies	15,490	(96,982)
Prepayments	853	6,353
Accounts payable	(30,809)	(46,329)
Accrued vacation and sick leave	2,696	8,959
Other current liabilities	<u>(3,231)</u>	<u>13,216</u>
<b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>\$ 3,721,253</u>	<u>\$ 3,024,910</u>
<b>RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET ASSETS ACCOUNTS</b>		
Cash and investments	\$ 3,376,908	\$ 3,337,163
Reserve account	664,819	664,819
Principal and interest account	<u>314,472</u>	<u>300,618</u>
<b>CASH AND CASH EQUIVALENTS</b>	<u>\$ 4,356,199</u>	<u>\$ 4,302,600</u>

See accompanying notes to the financial statements.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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The financial statements of Sheboygan Water Utility (utility) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by the utility are described below.

#### ***REPORTING ENTITY***

The utility is a separate enterprise fund of the City of Sheboygan (municipality). The utility is managed by a utility commission. The utility provides water service to properties within the municipality. The utility provides water service to properties within the municipality and wholesale service to the City of Sheboygan Falls and Village of Kohler.

The water utility operates under service rules and rates established by the Public Service Commission of Wisconsin (PSCW). The accounting records of the utility are maintained in accordance with Uniform System of Accounts prescribed by the PSCW.

#### ***MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION***

The utility is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred, and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the utility's financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Utilities also have the option of following subsequent private-sector guidance subject to this same limitation. The utility has elected not to follow subsequent private-sector guidance.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

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#### *ASSETS, LIABILITIES AND NET ASSETS*

##### *Deposits and Investments*

For purposes of the statement of cash flows, cash, and cash equivalents have original maturities of three months or less from the date of acquisition.

Investment of utility funds is restricted by state statutes. Investments are limited to:

- > Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
- > Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district the University of Wisconsin Hospitals and Clinics Authority, or the Wisconsin Aerospace Authority.
- > Bonds or securities issued or guaranteed by the federal government.
- > The local government investment pool.
- > Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
- > Securities of an open end management investment company or investment trust, subject to various conditions and investment options.
- > Repurchase agreements with public depositories, with certain conditions.

The utility as part of the municipality, is covered under an investment policy adopted by the City of Sheboygan. Please refer to the City of Sheboygan's financial statements for information regarding the adopted investment policy. This policy does not address custodial credit, credit or interest rate risks associated with the City of Sheboygan's or the utility's deposits or investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Market values may have changed significantly after year end.

##### *Receivables/Payables*

Transactions between the utility and other funds of the municipality that are representative of lending/borrowing arrangements outstanding at year end are referred to as advances to/from other funds. All other outstanding balances between the utility and other funds of the municipality are reported as due to/from other funds.

The utility has the right under Wisconsin statutes to place delinquent water bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

##### *Materials and Supplies*

Materials and supplies are generally used for construction, operation, and maintenance work, not for resale. They are valued at the lower of cost or market utilizing the average cost method and charged to construction or expense when used.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

---

#### *ASSETS, LIABILITIES AND NET ASSETS (cont.)*

##### *Restricted Assets*

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

##### *Capital Assets*

Capital assets are generally defined by the utility as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year.

Capital assets of the utility are recorded at cost or the fair market value at the time of contribution to the utility. Major outlays for utility plant are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the capital assets constructed, net of interest earned on the invested proceeds over the same period. Capital assets in service are depreciated or amortized using the straight-line method over the following useful lives:

	<u>Years</u>
Water Plant	
Source of supply	50
Pumping	28-42
Water treatment	30-40
Transmission and distribution	45-100
General	4-45

##### *Compensated Absences*

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements. Vested vacation and sick leave pay is accrued when earned in the financial statements. The liability is liquidated from general operating revenues of the utility.

##### *Long-Term Obligations*

Long-term debt and other obligations are reported as utility liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Gains or losses on prior refundings are amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter.

#### *REVENUES AND EXPENSES*

The utility distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the utility's principal ongoing operations. The principal operating revenues of the utility are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

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#### *REVENUES AND EXPENSES (cont.)*

##### *Charges for Services*

Billings are rendered and recorded monthly based on metered usage. The utility does accrue revenues beyond billing dates.

Current water rates were approved by the PSCW effective March 1, 2010. The rates are designed to provide 4.50% return on rate base.

##### *Capital Contributions*

Cash and capital assets are contributed to the utility from customers, the municipality, or external parties. The value of property contributed to the utility is reported as revenue on the statements of revenues, expenses, and changes in net assets.

##### *Interfund Transfers*

Transfers include the payment in lieu of taxes to the municipality.

#### *EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT PERIOD FINANCIAL STATEMENTS*

The Governmental Accounting Standards Board (GASB) has approved GASB Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, Statement No. 61, *The Financial Reporting Entity: Omnibus*, Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, and Statement No. 64 *Derivative Instruments: Applications of Hedge Accounting Termination Provisions - an amendment of GASB Statement No. 53*. Application of these standards may restate portions of these financial statements.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

### **NOTE 2 - DEPOSITS AND INVESTMENTS**

	Carrying Value as of December 31,		Risks
	2011	2010	
Deposits	\$ 2,853,285	\$ 3,498,277	Custodial Credit Risk
Certificates of deposits	1,502,364	803,773	Custodial Credit Risk
Petty Cash	550	550	
Totals	<b>\$ 4,356,199</b>	<b>\$ 4,302,600</b>	

Deposits in each local and area bank are insured by the FDIC in the amount of \$250,000 for time and savings accounts (including NOW accounts), \$250,000 for interest-bearing demand deposit accounts, and unlimited amounts for noninterest bearing transaction accounts as of December 31, 2011. Coverage as of December 31, 2010 included \$250,000 for interest bearing accounts and unlimited amounts for noninterest bearing accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund (SDGF) in the amount of \$400,000. However, due to the relatively small size of the Guarantee Fund in relationship to the total deposits covered and other legal implications, recovery of material principal losses may not be significant to individual municipalities.

The utility may also maintain separate cash and investment accounts at the same financial institutions utilized by the municipality. Federal depository insurance and the SDGF apply to all municipal accounts, and accordingly, the amount of insured funds is not determinable for the utility alone. Therefore, coverage for the utility may be reduced. Investment income on commingled investments of the entire municipality is allocated based on average investment balances.

#### ***Custodial Credit Risk***

##### **Deposits**

Custodial credit risk is the risk that in the event of a financial institution failure, the utility's deposits may not be returned to the utility.

##### **Investments**

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the utility will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### NOTE 3 - RESTRICTED ASSETS

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#### *Restricted Accounts*

Certain proceeds of the utility's debt, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net assets because their use is limited. The following accounts are reported as restricted assets:

- Redemption - Used to segregate resources accumulated for debt service payments over the next twelve months.
- Reserve - Used to report resources set aside to make up potential future deficiencies in the redemption account.

#### *Restricted Net Assets*

The following calculation supports the amount of water restricted net assets:

	<u>2011</u>	<u>2010</u>
Restricted Assets		
Reserve account	\$ 664,819	\$ 664,819
Principal and interest redemption account	<u>314,472</u>	<u>300,618</u>
Total Restricted Assets	<u>979,291</u>	<u>965,437</u>
Less: Restricted Assets Not Funded by Revenues		
Reserve from borrowing	<u>(664,819)</u>	<u>(664,819)</u>
Current Liabilities Payable From Restricted Assets	<u>(63,599)</u>	<u>(76,204)</u>
Total Restricted Net Assets as Calculated	<u>\$ 250,873</u>	<u>\$ 224,414</u>

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2011 and 2010

### NOTE 4 - CHANGES IN CAPITAL ASSETS

A summary of changes in water capital assets for 2011 follows:

	Balance 01/01/11	Increases	Decreases	Balance 12/31/11
Capital assets, not being depreciated				
Land and land rights	\$ 98,671	\$ -	\$ -	\$ 98,671
Capital assets being depreciated				
Source of supply	677,455	18,233	-	695,688
Pumping	4,875,689	76,271	36,054	4,915,906
Water treatment	7,407,184	44,749	40,116	7,411,817
Transmission and distribution	31,524,222	388,213	106,488	31,805,947
General	1,988,372	161,696	181,786	1,968,282
Total Capital Assets Being Depreciated	46,472,922	689,162	364,444	46,797,640
Total Capital Assets	46,571,593	689,162	364,444	46,896,311
Less: Accumulated depreciation				
Source of supply	(420,893)	(11,672)	-	(432,565)
Pumping	(1,815,316)	(189,861)	33,529	(1,971,648)
Water treatment	(2,686,591)	(239,687)	40,116	(2,886,162)
Transmission and distribution	(6,439,373)	(558,699)	76,572	(6,921,500)
General	(1,230,574)	(167,033)	177,504	(1,220,103)
Total Accumulated Depreciation	(12,592,747)	(1,166,952)	327,721	(13,431,978)
Construction in progress	610,026	1,557,038	488,992	1,678,072
Net Capital Assets	\$ 34,588,872			\$ 35,142,405

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2011 and 2010

### NOTE 4 - CHANGES IN CAPITAL ASSETS (cont.)

#### *Water Utility* (cont.)

A summary of changes in water capital assets for 2010 follows:

	Balance 01/01/10	Increases	Decreases	Balance 12/31/10
Capital assets, not being depreciated				
Land and land rights	\$ 98,859	\$ -	\$ 188	\$ 98,671
Capital assets being depreciated				
Source of supply	677,455	-	-	677,455
Pumping	4,793,593	115,377	33,281	4,875,689
Water treatment	7,380,003	142,450	115,269	7,407,184
Transmission and distribution	31,383,237	263,972	122,987	31,524,222
General	1,925,723	91,237	28,588	1,988,372
Total Capital Assets Being Depreciated	46,160,011	613,036	300,125	46,472,922
Total Capital Assets	46,258,870	613,036	300,313	46,571,593
Less: Accumulated depreciation				
Source of supply	(409,376)	(11,517)	-	(420,893)
Pumping	(1,661,046)	(187,551)	33,281	(1,815,316)
Water treatment	(2,562,693)	(239,167)	115,269	(2,686,591)
Transmission and distribution	(6,007,464)	(554,896)	122,987	(6,439,373)
General	(1,108,053)	(150,000)	27,479	(1,230,574)
Total Accumulated Depreciation	(11,748,632)	(1,143,131)	299,016	(12,592,747)
Construction in progress	673,109	455,139	518,222	610,026
Net Capital Assets	\$ 35,183,347			\$ 34,588,872

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2011 and 2010

### NOTE 5 - LONG-TERM OBLIGATIONS

#### *Revenue Bonds - Water*

The following bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/11
3/10/04	Plant expansion	5/1/23	2.75%	\$ 3,152,000	\$ 2,176,398
9/1/05	Refunding	6/1/25	3.75-4.25	4,900,000	3,225,000
4/1/07	Plant expansion	5/1/27	4.00-5.00	4,000,000	3,725,000
	Total Revenue Bonds - Water				<u>\$ 9,126,398</u>

Revenue bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2012	\$ 555,544	\$ 344,543	\$ 900,087
2013	574,822	322,157	896,979
2014	589,217	298,902	888,119
2015	593,733	275,324	869,057
2016	598,373	252,370	850,743
2017-2021	3,151,059	922,539	4,073,598
2022-2026	2,763,650	319,615	3,083,265
2027	<u>300,000</u>	<u>6,750</u>	<u>306,750</u>
Totals	<u>\$ 9,126,398</u>	<u>\$ 2,742,200</u>	<u>\$ 11,868,598</u>

All utility revenues net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2011 and 2010 were \$892,020 and \$948,045, respectively. Total customer net revenues as defined for the same periods were \$3,697,476 and \$3,157,768. Annual principal and interest payments are expected to require 21% of net revenues on average.

#### *General Obligation Debt - Water*

The following general obligation notes have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/11
1/30/08	Unfunded retirement obligation	3/15/27	2.00%	\$ 302,304	\$ 275,411

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

### NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

#### *General Obligation Debt - Water (cont.)*

General obligation notes debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2012	\$ 10,692	\$ 5,508	\$ 16,200
2013	11,379	5,294	16,673
2014	12,061	5,700	17,761
2015	12,785	6,515	19,300
2016	13,515	6,855	20,370
2017-2021	80,937	36,638	117,575
2022-2026	108,323	24,939	133,262
2027	25,719	1,350	27,069
Totals	<u>\$ 275,411</u>	<u>\$ 92,799</u>	<u>\$ 368,210</u>

#### *Long-Term Obligations Summary*

Long-term obligation activity for the year ended December 31, 2011 is as follows:

	01/01/11 Balance	Additions	Reductions	12/31/11 Balance	Due Within One Year
Revenue bonds	\$ 9,652,779	\$ -	\$ 526,381	\$ 9,126,398	\$ 555,544
General obligation debt	285,540	-	10,129	275,411	10,692
Accrued sick leave	485,283	-	7,408	477,875	-
Unamortized premium	3,051	-	197	2,854	-
Totals	<u>\$ 10,426,653</u>	<u>\$ -</u>	<u>\$ 544,115</u>	<u>\$ 9,882,538</u>	<u>\$ 566,236</u>

Long-term obligation activity for the year ended December 31, 2010 is as follows:

	01/01/10 Balance	Additions	Reductions	12/31/10 Balance	Due Within One Year
Revenue bonds	\$ 10,215,109	\$ -	\$ 562,330	\$ 9,652,779	\$ 526,381
General obligation debt	295,096	-	9,556	285,540	10,129
Accrued sick leave	480,989	4,294	-	485,283	-
Premium	3,248	-	197	3,051	-
Totals	<u>\$ 10,994,442</u>	<u>\$ 4,294</u>	<u>\$ 572,083</u>	<u>\$ 10,426,653</u>	<u>\$ 536,510</u>

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

### NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

#### *Bond Covenant Disclosures*

The following information is provided in compliance with the resolution creating the water revenue bonds:

#### *Insurance*

The utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation, and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. There were no significant reductions in coverage compared to the prior year.

The utility is covered under the following insurance policies at December 31, 2011:

<u>Type</u>	<u>Coverage</u>	<u>Expiration</u>
<i>Automobile Liability</i>		
Property - Contents	\$ 5,869,970	7/1/2012
General Liability	2,000,000	7/1/2012
Automobile Liability	1,000,000	7/1/2012
Contractors Equipment	463,111	7/1/2012
Auto - Physical Damage	385,281	7/1/2012
Umbrella Liability	2,000,000	7/1/2012
<i>Crime - Theft/Forgery</i>		
Position Bond* (Employee Dishonesty)	\$ 100,000	7/1/2012
Forgery/Alteration	100,000	7/1/2012
Extra Expense	250,000	7/1/2012
EDP	268,830	7/1/2012
Employee Benefits	2,000,000	7/1/2012
Public Officials Liability	1,000,000	7/1/2012
<i>Property</i>		
Buildings	\$ 31,232,696	7/1/2012

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS As of and for the Years Ended December 31, 2011 and 2010

### NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

#### *Bond Covenant Disclosures (cont.)*

##### *Debt Coverage*

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed 1.2 times the annual debt service. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2011 and 2010 as follows:

	2011	2010
Operating revenues	\$ 6,997,904	\$ 6,774,103
Investment income	12,459	44,913
Miscellaneous non-operating income	4,236	1,392
Less: Operation and maintenance expenses	(3,317,123)	(3,662,640)
 Net Defined Earnings	 \$ 3,697,476	 \$ 3,157,768
 Minimum Required Earnings per Resolution:		
Annual debt service - principal	\$ 555,544	\$ 526,381
Annual debt service - interest	365,639	385,715
Subtotal	921,183	912,096
Coverage factor	1.20	1.20
 Minimum Required Earnings	 \$ 1,105,420	 \$ 1,094,515
 Actual Debt Coverage	 4.01	 3.46

##### *Number of Customers and Billed Volumes - Water*

The utility has the following number of customers and billed volumes for 2011 and 2010:

	Customers		Sales (000 gals)	
	2011	2010	2011	2010
Residential	17,065	17,063	844,705	846,816
Commercial	1,509	1,498	459,939	439,220
Industrial	207	205	2,630,247	2,512,172
Public authority	131	131	66,697	71,039
Wholesale	2	2	773,892	793,405
Interdepartmental	4	4	4,500	4,500
 Totals	 18,918	 18,903	 4,779,980	 4,667,152

##### *Utility Budget*

The 2011 and 2010 utility budgets were prepared and approved as required by the bond resolutions.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

### NOTE 6 - NET ASSETS

GASB No. 34 requires the classification of net assets into three components - invested in capital assets, net of related debt, restricted, and unrestricted. These classifications are defined as follows:

**Invested in capital assets, net of related debt** - This component of net assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net assets component as the unspent proceeds.

**Restricted** - This component of net assets consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

**Unrestricted net assets** - This component of net asset consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

When both restricted and unrestricted resources are available for use, it is the utility's policy to use restricted resources first, then unrestricted resources as they are needed.

The following calculation supports the net assets invested in capital assets, net of related debt:

	2011	2010
Plant in service	\$ 46,896,311	\$ 46,571,593
Accumulated depreciation	(13,431,978)	(12,592,747)
Construction work in progress	<u>1,678,072</u>	<u>610,026</u>
Sub-Totals	<u>35,142,405</u>	<u>34,588,872</u>
<b>Less: Capital related debt</b>		
Current portion of capital related long-term debt	555,544	526,381
Long-term portion of capital related long-term debt	8,570,854	9,126,398
Unamortized debt discount	<u>2,854</u>	<u>3,050</u>
Sub-Totals	<u>9,129,252</u>	<u>9,655,829</u>
<b>Add: Unspent debt proceeds</b>		
Reserve from borrowing	<u>664,819</u>	<u>664,819</u>
<b>Total Net Assets Invested in Capital Assets, Net of Related Debt</b>	<u><u>\$ 26,677,972</u></u>	<u><u>\$ 25,597,862</u></u>

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### NOTE 7 - EMPLOYEES RETIREMENT SYSTEM

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All eligible employees of the utility participate in the Wisconsin Retirement System (System), a cost-sharing multiple-employer defined benefit public employee retirement system (PERS). All permanent employees expected to work over 600 hours a year (1,200 hours for employees hired on or after July 1, 2011) are eligible to participate in the System. Covered employees in the General category were required by statute to contribute 6.2% of their salary in 2010, 6.5% of their salary through June 28, 2011 and 5.8% of their salary beginning June 29, 2011. Employers generally make these contributions to the plan on behalf of employees through June 28, 2011. Thereafter, employees are required to fund their contribution, subject to terms of employment contracts and which employee group they are a member of. Employers are required to contribute an actuarially determined amount necessary to fund the remaining projected cost of future benefits. Covered payroll listed below is substantially the same as total payroll.

	Year Ended December 31		
	2011	2010	2009
Total Covered Employee Payroll	<u>\$ 1,751,324</u>	<u>\$ 1,713,267</u>	<u>\$ 1,707,292</u>
Total Required Contributions	<u>\$ 203,154</u>	<u>\$ 188,459</u>	<u>\$ 177,558</u>
Total Required Contributions	<u>11.6%</u>	<u>11.0%</u>	<u>10.4%</u>

Employees who retire at or after age 65 (62 for elected officials, 57 for general service and elected officials with 30 years of service, 54 for protective occupation employees with less than 25 years of service and 53 for protective occupation employees with more than 25 years of service) are entitled to receive a retirement benefit. Employees may retire at age 55 (50 for protective occupation employees) and receive actuarially reduced benefits. The factors influencing the benefit are: (1) final average earnings, (2) years of creditable service, and (3) a formula factor. Final average earnings is the average of the employee's three highest years earnings. Employees terminating covered employment before becoming eligible for a retirement benefit may withdraw their contributions and, by doing so, forfeit all rights to any subsequent benefit. For employees beginning participation on or after January 1, 1990 and no longer actively employed on or after April 24, 1998 or beginning participation on or after July 1, 2011, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and between April 24, 1998 and June 30, 2011 are immediately vested.

The System also provides death and disability benefits for employees. Eligibility for and the amount of all benefits is determined under Chapter 40 of Wisconsin Statutes. The System issues an annual financial report which may be obtained by writing to the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931.

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### NOTE 8 - COMMITMENTS AND CONTINGENCIES

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#### *Claims and Judgments*

From time to time, the utility is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the utility's legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the utility's financial position or results of operations.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2011 and 2010

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### **NOTE 9 - SIGNIFICANT CUSTOMERS**

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The utility has one significant customer who was responsible for 17% and 16% of operating revenues in 2011 and 2010, respectively.

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### **NOTE 10 - SUBSEQUENT EVENTS**

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The utility evaluated subsequent events through March 29, 2012, the date that the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

#### *Approved Rate Increase*

On February 1, 2012, new rates approved by the PSCW were placed into effect. The new rates are designed to increase annual revenues approximately \$579,000 and provide a 6.00 rate of return on its investment rate base.

**CASH RECEIPTS**

	<b>March 2011</b>	<b>March 2012</b>
Contractors Licenses	3,540.00	4,145.00
Building Permits	26,463.90	11,883.72
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	7,040.00	3,915.00
Heating Permit Fees	15,270.00	2,350.00
Sales Tax	3.51	24.96
Plumbing Permit Fees	1,588.00	1,448.00
Sewer Permit Fees	0.00	0.00
Occupancy Permit Fees	800.00	600.00
Board of Appeals	450.00	600.00
Misc. General Revenue	95.52	504.70
Plan Examining Fees	875.00	600.00
Code Books	0.00	0.00
State Stamps	40.00	0.00
Rooming House Permit Fees	0.00	150.00
Erosion Control Fees	100.00	0.00
Penalty Fees	1,330.00	1,135.00
Cash Over, Short or Refund		0.00
Contractors Escrow	1,355.00	687.00-
Clearwater Inspection Fees		1,760.00
Weight & Measure license	2,503.00	2,499.00
	<hr/>	<hr/>
<b>TOTAL:</b>	<b>61,453.93</b>	<b>30 928.38</b>

CASH RECEIPTS

March 2013	March 2011	
2,503.00	2,503.00	Weight & Measure License
1,780.00		Clearwater Inspection Fees
887.00	1,357.00	Contractors Backlog
0.00		Cash Over, Short or Refund
1,132.00	1,330.00	Penalty Fees
0.00	100.00	Provision Control Fees
150.00	0.00	Rooming House Permit Fees
0.00	40.00	State Stamps
0.00	7.00	Code Books
600.00	875.00	Plan Examining Fees
504.70	92.52	Misc. General Revenue
600.00	450.00	Board of Appeals
600.00	800.00	Company Permit Fees
0.00	0.00	Sewer Permit Fees
1,448.00	1,588.00	Blowding Permit Fees
24.98	3.51	Sales Tax
2,320.00	12,270.00	Roofing Permit Fees
3,912.00	7,040.00	Electrical Permit Fees
0.00	0.00	Protecting Sign Fees
11,883.72	26,482.90	Building Permits
4,142.00	2,540.00	Contractors Licenses
<b>30,928.38</b>	<b>61,423.93</b>	<b>TOTAL:</b>

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE	1		145,000.00		400.00	
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	1	2	15,000.00	21,000.00	187.20	502.80
NEW COMMERCIAL NEW MISC -NON RES.	1		1,220,000.00		3,081.00	
STORAGE BLDG -RES.						
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	74	97	627,486.00	661,552.00	7,020.00	7,502.00
ALT & ADD'NS - NON-RES	10	10	4,493,495.00	266,325.00	14,406.70	2,690.00
WRECKING	2	2	68,500.00	12,850.00	634.00	249.68
MOVING		1		1,500.00		109.24
SIGNS	7	1	17,364.00	1,200.00	500.00	50.00
FENCES/POOLS/DECKS/DRI VEWAYS	3	18	6,180.00	96,029.00	135.00	780.00
TANKS						
MISCELLANEOUS	2				100.00	
<b>TOTALS</b>	<b>101</b>	<b>131</b>	<b>6,593,025.00</b>	<b>1,060,456.00</b>	<b>26,463.90</b>	<b>11,883.72</b>
<b>PERMIT TYPES</b>	<b>#OF PERMITS</b>					
ELECTRICAL	22	31	284,890.00	89,467.00	7,040.00	3,915.00
HEATING	19	33	750,085.00	126,371.00	15,270.00	2,350.00
PLUMBING	25	31			1,588.00	1,448.00
SEWER						
<b>TOTALS</b>	<b>66</b>	<b>95</b>	<b>1,034,975.00</b>	<b>215,838.00</b>	<b>23,898.00</b>	<b>7,713.00</b>
<b>GRAND TOTALS OF THE ABOVE</b>	<b>167</b>	<b>226</b>	<b>7,628,000.00</b>	<b>1,276,294.00</b>	<b>50,361.90</b>	<b>19,596.72</b>



# Sheboygan County Planning & Conservation Department

ADMINISTRATION BUILDING  
PHONE (920) 459-3060

508 NEW YORK AVENUE  
FAX (920) 459-1371

SHEBOYGAN, WI 53081-4126

EMAIL: [plancon@co.sheboygan.wi.us](mailto:plancon@co.sheboygan.wi.us)

DIRECTOR  
AARON C. BRAULT

Yes ↓

Dear Sheboygan County Employer:

Now that the spring weather is upon us, it is once again time to prepare for Sheboygan County's Bike & Walk to Work Week 2012, to be held June 9<sup>th</sup> - 15<sup>th</sup>!

Last year, the employer mileage challenge once again allowed employees from around the County to track their mileage online and awarded prizes in six different categories. Among the public employers, the City of Sheboygan beat the County and school district by logging an impressive 144 nonmotorized miles. Piggly Wiggly won among private employers and held onto the traveling trophy; employees walked or biked a total of 415 miles, averaging 2.28 nonmotorized miles per employee. Employees that biked or walked were allowed to be 15 minutes late and to dress casual on the days they participated. Other employers, including American Orthodontics, Rockline Industries, and Kohler Co. provided incentives of their own for employees that left the car at home.

For this year's Bike & Walk to Work Week event, we will once again be holding a number of exciting events including the Bike to Shop raffle and morning commuter stations. We would like you to join in by encouraging your employees to participate, particularly in the Countywide Employer Challenge. Once again, the challenge categories are:

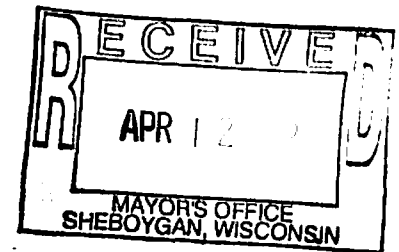
- 1) total mileage / total number of employees
- 2) longest commute by bicyclist
- 3) longest commute by walker
- 4) most mileage by bicyclist
- 5) most mileage by walker
- 6) one general participation award

Participation is easy. Simply track your mileage online at [www.co.sheboygan.wi.us/bwtww](http://www.co.sheboygan.wi.us/bwtww), our Facebook page at NOMO Sheboygan County or Twitter at NOMO SheboyganCounty to be eligible for individual prizes, or help your company win the employer challenge! If your business wins, you will be able to host the Bike & Walk to Work Week traveling trophy, constructed by Sheboygan North's shop class.

If your company is interested in participating, I will be happy to provide informational postcards and posters for distribution to your employees. Also, I will be happy to meet with you at your convenience to provide more information or resources; I am here to help make this a successful week for everyone! If you have any further questions, please feel free to contact me.

Sincerely,

Emily Vetting  
Nonmotorized Transportation Pilot Program  
(920) 459-3062  
[vettiegv@co.sheboygan.wi.us](mailto:vettiegv@co.sheboygan.wi.us)



January 30, 2012

Department of City Development  
828 Center Avenue, Ste. #104  
Sheboygan, WI 53081-4442

Re: City Purchase of John Elmendorf/Progressive Beginnings Project in the Sheboygan Business Park at the Northwest Corner of Concord and Gateway

Dear Industrial Development Commission:

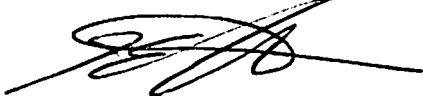
I am writing you to notify you that it is no longer my intention to move forward with the building project for Progressive Beginnings, LLC as I originally intended. There were limitations with the property that were not stated to me at the time of purchase which necessitated multiple surveys and hole digs to determine soil type and stability. Also, due to unanticipated changes in the healthcare market, it is no longer financially feasible for Progressive Beginnings, LLC to pursue this project. Progressive Beginnings, LLC is currently leasing space within the city of Sheboygan, with a 10 year lease obligation.

On behalf of Progressive Beginnings, LLC I have submitted multiple emails to the City of Sheboygan throughout 2011 that I would like to list the property or resell the property to the City of Sheboygan. I at one time even looked at switching lots that we owned to enable us to downsize our project to fit within the confines of the Industrial Park.

I would like to request that the city repurchase the 2 acre parcel located at the northwest corner of Concord and Gateway Drive within the City of Sheboygan Business Park property back from Progressive Beginnings, LLC. Progressive Beginnings, LLC is no longer in a position to move forward with the construction project as we originally intended.

Please feel to free to contact me at (920) 226-9139 if you have any additional questions or concerns.

Respectfully Submitted,



John Elmendorf

Progressive Beginnings, LLC  
2131 South Business Drive  
Sheboygan, WI 53081

DATE RECEIVED 4-26-12

RECEIVED BY Long

CLAIM NO. 1-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

- 1. Name of Claimant: Dustin Villalobos
- 2. Home address of Claimant: 417 Center Ave Sheboygan WI 53081
- 3. Home phone number: 920-980-2801
- 4. Business address and phone number of Claimant: 2923 S 31st St  
Sheboygan WI 53081 459-1300
- 5. When did damage or injury occur? (date, time of day) 4-17-2012 1801 hrs
- 6. Where did damage or injury occur? (give full description) front right  
bumper / Parking lot of 2923 S 31st St Sheboygan, WI  
53081 Sheboygan County Detention Center
- 7. How did damage or injury occur? (give full description) City Fire truck ran into my parked car.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Joseph Ramel
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

10 Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

See estimates attached and accident report

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 1705.04

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ 100.00 <sup>overtime hours</sup> given up + want to get estimate

**TOTAL** \$ 1805.04

Damaged vehicle (if applicable)

Make: ~~Jeep~~ <sup>Jeep</sup> Model: Grand Cherokee Year: 2008 Mileage: = 17,000

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

*See diagram from  
Officer Fisher on attached  
Police Report*

SIGNATURE OF CLAIMANT *[Signature]* DATE 9-25-2012  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 4-26-12

RECEIVED BY Rulong

CLAIM NO. 113

CLAIM

Claimant's Name: Dustin VerVelde

Auto \$ 1,705.04

Claimant's Address: 427 Center Ave

Property \$ \_\_\_\_\_

Sheboygan, WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920-780-2821

Other (Specify below) \$ 100.00 <sup>Work</sup> <sub>hours</sub>

TOTAL \$ 1705.04

1805.04

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1805.04.

SIGNED Dustin VerVelde

DATE: 4/25/2012

ADDRESS: 427 Center Ave Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Bank of America, N.A.  
Attn: Foreclosure, 400 National Way  
Simi Valley, CA 93065

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

SUMMONS

Plaintiff,

Case No. **12CV0313**

vs.

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

Kasey C. Sipiorski  
520 Washington Ct # A  
Sheboygan, WI 53081-4165

John Doe Sipiorski  
520 Washington Ct # A  
Sheboygan, WI 53081-4165

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

Defendants.

*Handwritten:*  
24 APR 12

12 APR 11 11:06

CLERK CIRCUIT COURT  
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you

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

may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of April, 2012

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

By: 

Timothy Mark Brovold  
State Bar No. 1076008  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
043670F01

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.

Bank of America, N.A.  
Attn: Foreclosure, 400 National Way  
Simi Valley, CA 93065

COMPLAINT

Case No. **12CV0313**

Plaintiff,  
vs.

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

Kasey C. Sipiorski  
520 Washington Ct # A  
Sheboygan, WI 53081-4165

John Doe Sipiorski  
520 Washington Ct # A  
Sheboygan, WI 53081-4165

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

Defendants.

12 APR 11 P1:06  
CLERK CIRCUIT COURT  
FILED

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 Kasey C. Sipiorski.
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 \$66,460.01 together with interest from the 1st day of November, 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 occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

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

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 9th day of April, 2012.

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

By: 

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

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

LOAN NUM

# NOTE

01/04/07

SHEBOYGAN

WI

(Date)

(City)

(State)

520 WASHINGTON COURT, SHEBOYGAN, WI 53081

(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 70,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.625 %.

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

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on FEBRUARY 01, 2007 .

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JANUARY 01, 2037 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, P.O. BOX 9000, GETZVILLE, NY 14068-9000 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 495.46 .

## 4. BORROWER'S RIGHT TO PREPAY

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENT WITHOUT PAYING ANY PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THIS NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATES OR IN THE AMOUNT OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES.

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 10. UNIFORM SECURED NOTE

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

KS

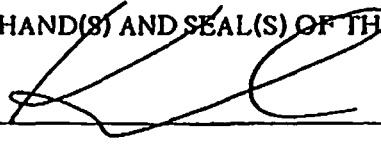
promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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

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

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

KASEY C SIPIORSKI



(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

*(Sign Original Only)*

1817107

# MORTGAGE

SHEBOYGAN COUNTY, WI  
RECORDED ON  
01/11/2007 12:57PM

DOCUMENT NUMBER

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

NAME & RETURN ADDRESS LOAN  
FL9-700-01-01  
JACKSONVILLE POST CLOSING  
BANK OF AMERICA  
9000 SOUTHSIDE BLVD.  
BLDG 700, FILE RECEIPT DEPT.  
JACKSONVILLE, FL 32256  
PARCEL IDENTIFIER NUMBER  
1100350

RECORDING FEE: 51.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 5  
TRANS # 92290  
# OF PAGES: 21

\_\_\_\_\_  
[Space Above This Line For Recording Date] \_\_\_\_\_

## DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JANUARY 04, 2007 together with all Riders to this document.

(B) "Borrower" is  
KASEY C SIPIORSKI

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION  
organized and existing under the laws of THE UNITED STATES OF AMERICA

WISCONSIN - Single Family - Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT Form 3050 1/01

② - 6(WI) 100051

Page 1 of 10

Initials: *KS*

VMP MORTGAGE FORMS - (800)521-7291

CVWI 01/04/07 1:



EXHIBIT B

21

Lender's address is 1201 MAIN STREET, 7TH FLOOR, DALLAS, TX 752020000

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JANUARY 04, 2007  
The Note states that Borrower owes Lender SEVENTY THOUSAND AND 00/100

Dollars

(U.S. \$ 70,000.00 ) plus interest. Borrower has promised to pay this debt in regular  
Periodic Payments and to pay the debt in full not later than JANUARY 01, 2037

(E) "Property" means the property that is described below under the heading "Transfer of Rights  
in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late  
charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The  
following Riders are to be executed by Borrower (check box as applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) (specify)          |

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

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees,  
assessments and other charges that are imposed on Borrower or the Property by a condominium  
association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction  
originated by check, draft, or similar paper instrument, which is initiated through an electronic  
terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize  
a financial institution to debit or credit an account. Such term includes, but is not limited to,  
point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire  
transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or  
proceeds paid by any third party (other than insurance proceeds paid under the coverages  
described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or  
other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv)  
misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or  
default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and  
interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.)  
and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended  
from time to time, or any additional or successor legislation or regulation that governs the same  
subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and  
restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan  
does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 1100350 which currently has the address of  
520 WASHINGTON COURT (Street)  
SHEBOYGAN (City) , Wisconsin 53081 (Zip Code)  
("Property Address"):

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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:  
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security

**EXHIBIT B**

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and

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

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

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

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

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

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or

with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for

Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice,

Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

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

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

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

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

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

Witnesses:

\_\_\_\_\_ (Seal)  
KASEY C SIPIORSKI -Borrower

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

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

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

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

EXHIBIT B

STATE OF WISCONSIN, *Waushara*

County ss:

The foregoing instrument was acknowledged before me this  
by *Kasey C SLPIDORSKI*

*1-4-07*

My Commission Expires: *4/16/10*



*Julie McQuestion*  
Notary Public

This instrument was prepared by  
*Debria Dozier*

## **LEGAL DESCRIPTION**

Real property in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and is described as follows:

The East 40 feet of the South 22 feet of Lot 4, Block 306 of the Original Plat of the City of Sheboygan, and;

The West 10 feet of the South 22 feet of Lot 3, Block 306 of the Original Plat of the City of Sheboygan, except the East 2.6 feet thereof.

All of Lot 137 of Ellis Addition in the City of Sheboygan, except the East 2.6 feet thereof.

59281-110350

**EXHIBIT B**

# 1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 4TH day of JANUARY, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 520 WASHINGTON COURT, SHEBOYGAN, WI 53081

(Property Address)

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

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

MULTISTATE 1-4 FAMILY RIDER

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Page 1 of 4

BS57R (0411)

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

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EXHIBIT B

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

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

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

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

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

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

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of

taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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

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

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

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

1/9

**EXHIBIT B**

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

  
\_\_\_\_\_  
KASEY C S I P I O R S K I (Seal)  
-Borrower

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

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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

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

## SCHEDULE B - SECTION II

### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests, or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
5. Covenants, conditions and restrictions, if any, shown by the public record.
6. Easements or servitudes, if any, shown by the public record.
7. Any lease, grant, exception or reservation of mineral rights appearing in the public record.
8. All assessments and taxes not yet due and payable at Date of Guarantee and Commitment.
9. The following exceptions to matters disclosed in the public records will be exceptions in the policy unless taken care of to our satisfaction: None
10. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, 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.
11. The following exceptions to matters disclosed in the public records will not be exceptions in the policy, if the mortgage shown in Schedule A Item 5 is foreclosed and the foreclosure deed is issued to the Proposed Insured is satisfactory to us:

Mortgage from Kasey C. Sipiorski to City of Sheboygan, Wisconsin, Department of City Development in the amount of \$4,028.25 by instrument dated March 27, 2009 and filed on April 2, 2009 Instrument # 1874159 of Sheboygan County Records.

Mortgage from Kasey C. Sipiorski to City of Sheboygan, Wisconsin, Department of City Development in the amount of \$11,000.00 by instrument dated March 27, 2009 and filed on April 2, 2009 Instrument # 1874160 of Sheboygan County Records.

Mortgage from Kasey C. Sipiorski to City of Sheboygan, Wisconsin, Department of City Development in the amount of \$8,527.00 by instrument dated November 24, 2009 and filed on December 10, 2009 Instrument # 1892454 of Sheboygan County Records.

# LIEN REPORT

Date 4-25-12

My name is STEVE HAMILTON

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1703 ERIE AVE

SHEBOYGAN, WI 53081

Signature Steve Hamilton

Phone No 254-2655

April 30, 2012

CITY CLERK  
828 Center Ave #100  
Sheboygan, WI 53081

To Whom it may Concern:

My name is Reynaldo Trevino and I am requesting a waiver to the sexual offender residency restriction.


I would like to move 2 doors down the block to 722 Kentucky Av Sheboygan, WI 53081.

I will be moving in with my girlfriend as she can help me with my current medical conditions which prevent me from currently working.

You can contact me on my cell phone at 920-889-2680. or 457-3918

Thank you for your time in considering this request.

Sincerely:

  
Reynaldo Trevino

Date 4/30/2012

My name is REYNALDO TREVINO

I am requesting a waiver to the Sexual Residency Requirements so I may live at \_\_\_\_\_

722 KENTUCKY AVE SHEBOYGAN WI 53081

Signature Reynaldo Trevino

Phone No 920-889-2680

# **2011 MEAD PUBLIC LIBRARY ANNUAL REPORT**

## **LIBRARY SERVICE TRENDS**

**SHARON WINKLE, LIBRARY DIRECTOR**

This annual report is prepared for presentation to the Mead Public Library Board with further release to the City of Sheboygan Common Council, organizations affiliated with the Library, and the general public. A summary annual report is also available. Both reports are posted at the Mead Public Library website ([www.meadpubliclibrary.org](http://www.meadpubliclibrary.org)) and include information about the Mead Public Library Foundation as well as the Friends of Mead Public Library.

### **Thank you for your support**

In these times of budgetary constraints necessitated by the widespread and prolonged economic downturn, we thank the many members of the public who have contacted their aldermen, signed petitions, and spoken at public hearings on the annual budget in support of robust public library services. The high level of citizen participation in these activities has informed elected and appointed officials of the importance of Mead Public Library services to you, your families, and your neighbors.

Congratulations and thank you to the many people – Library trustees, Friends board members, Foundation directors, staff, volunteers, library visitors, and all Sheboygan residents – on your support for continued growth and development of your public library. We love to see you here, to help you via the Mead website, and to learn about your experiences using and learning from the resources available to all thanks to your generous, continuing support!

### **Trends in library service**

Mead Public Library staff members discuss a variety of trends in their comments included in this report:

**E-content:** One of the most significant for the provision of library services in the future is the expressed and observed public interest in access to downloadable content (e-content) via the public library. The e-content consortium in which Mead participates started to provide data re: local library downloads in March 2011. As of the end of the year, Mead cardholders had checked out over 5,000 titles for use. That is a small number compared with the over 842,000 non-digital items checked out during 2011. However, customer

inquiries and participation in group e-content downloading orientation sessions indicate that interest and demand will continue to grow.

**Checkout service:** Use of the library collection as measured by checkouts reflects the economic recovery. Checkouts at Mead Public Library and other libraries nearby, statewide, and nationally showed double-digit increases as the recession took hold across the country. For example, checkouts at Mead increased by over 10 percent in 2009 compared with 2008. Checkouts for 2011 decreased by 6.2 percent from 2010 to 2011. Looking at the longer term trend, checkouts increased by 5.8 percent in 2011 compared with the pre-recession 2007.

**Group programs:** Numbers of library programs offered and attendance at those programs increased in 2011 compared with 2010. This reflects the staff observation that area residents have increased interest in participating at group programs offered by the library, including book discussions. This is coupled with the staff observation that, in general, members of the public are increasing the length of time they spend at the library during their visits here. Examples of large scale group participation and interactive opportunities in 2011 include the Children's Book Festival, the Sheboygan Reads program and the commemoration of the 10th anniversary of the Fela and Anselm Warschau Room dedication.

**Extended library visits:** Residents increasingly regard the library as a place of community as well as a place of contemplation. The library needs to provide the space and associated resources for both. This is reflected in the dichotomy between the Hansen Teen Library Center that offers a traditional library environment and the Maas Teen Learning Center that offers a communal, interactive experience.

**Volunteers and gifts:** Numbers of volunteers and the hours of service they contribute increased as well. There is increased interest in volunteering at the library and it, in turn, has increased its capacity to accommodate volunteer service to the benefit of public service. Improved coordination of volunteer services will continue to receive attention. In addition, gifts from the Friends of Mead Public Library increased. For example, the group made a \$5,000 contribution to group program funds. And gifts from the Mead Public Library Foundation increased, including support for the 2011 Sheboygan Reads program and introduction of the Brainfuse HelpNow online homework support service.

**Customer service:** Self-service opportunities continue to increase and, for the most part, residents have responded positively. There was a downturn in summer reading program registration last year that occurred concurrently with the introduction of online registration for participation in those programs. It may be that the requirement of a library card for online registration is the root cause. Experience in future years will provide more information for evaluation.

As I look back at 2011 and, indeed, over 20 years as Mead Public Library Director, I also look forward to the challenges and opportunities that each new year brings. It is my hope that you do, too!

## **ADULT SERVICES**

**DEBBRA VOSS, MANAGER**

The Adult Services Department underwent a dynamic organizational change at the start of 2011. Prior to 2011, reference service was slowly migrating to a combination of a tiered and virtual reference service model, which effectively reduced the staffing complement for this department. Additional budget cuts for 2011 forced a more aggressive re-evaluation of current services and staffing levels. The public service desk is now staffed by page level employees most hours the library is open. Pages are performing routine public services, such as assisting customers with directional, reader advisory, and ready reference questions, in addition to basic computer and other equipment needs. They are referring research questions and more complex technical problems to the reference librarians.

Although research reference service is available all hours the library is open, it no longer is available all hours with in-house staff. The virtual reference service AskAway was available to our customers for direct interaction or mediated assistance by pages during certain hours.

The reliance on volunteers is becoming more pronounced as staffing levels are reduced and valuable services are in jeopardy of being severely curtailed or cut. Jeannie Gartman, an Adult Services Department librarian, was assigned the task of developing a coordinated volunteer program for the library. Volunteers are helping in all areas of the library from shelf reading, assisting with "pull" lists, to the computer assistance provided by Sheboygan students who are part of the Sheboygan County Intergenerational Council. A movie series offered as part of the adult summer reading program in 2011 was well-received by our customers. The Friends of Mead Public Library offered to volunteer their time to organize and expand it into a year-round program. Volunteer hours for the Adult Services Department went from 443 hours in 2010 to 637 in 2011. Wow!

The reduction of librarians in this department required the development of alternative training opportunities for our customers. Podcasts and webcasts are viable tools for certain types of training. Aaron Derby, a UW-Milwaukee School of Library and Information Studies intern, assisted us with developing a variety of tutorials now available on the library's website ([www.meadpubliclibrary.org/reference/screencasts](http://www.meadpubliclibrary.org/reference/screencasts)).

Although many people are embracing the e-content revolution, some also need assistance with the selection and downloading process available to library users. Kelly Rohde, an Adult Services librarian, prepared a series of e-book downloading demonstrations in time for the holiday season when sales were projected to skyrocket for e-book readers like the Kindle and Nook. Attendance at these programs surpassed our expectations.

This year was quite exceptional in that it demonstrated the capability of individuals to pull together as a team for the greater good of the library and in particular, this department. It was quite remarkable to see the accomplishments that were achieved with such limited human resources and with over half of the department being new part-time employees. I'm privileged to work with such an exceptional group of people. Applause!

## **CIRCULATION AND TECHNICAL SERVICES**

**DIANE KALLAS, MANAGER**

As the year 2011 unfolded, we watched with great interest the growing numbers of faithful customers and newcomers alike who were caught up to some degree by the “download mania” that swept the country. Some loved the download venues, some hated them, but most agreed they still could not live without their local Mead Public Library. Although the demand for free downloadable items grew stronger as the year progressed, circulation of materials at Mead remained high as customers checked out 842,218 (non-digital) items, including books, magazines, DVDs, music CDs, and audiobooks.

Our self-service checkout units continued to be popular with many customers, offering speed and privacy combined with ease of use and shorter time waiting in line. Over 3.5 million items were “self checked” by customers since 2005. In 2011, customer self-checkouts accounted for 66 percent of our total circulation, just over 553,000 items.

Over 128,000 items appeared on our requested materials lists this past year. Our pages, along with a group of dedicated volunteers, searched the shelves daily for these items. Throughout the Eastern Shores Library System, over 578,000 requests for materials were received. Mead customers borrowed 60,926 items from other libraries, while we shipped out 103,993 Mead items for customers to borrow at member ESLS libraries.

Interlibrary Loan materials were still in high demand in 2011. Customers are able to search and request holdings from other state library systems through our WISCAT link on the Mead website. We processed 5,296 items to be sent to libraries outside ESLS and received 4,613 items for our customers.

Circulation Services handles the online and in-person bookings for meeting space in the Rocca Meeting Room. Demand for the room remains high, with about 40 percent of the usage coming from outside, non-library sponsored programs. In 2011, a total of 188 requests for use were approved.

Our Technical Services staff and pages were kept busy as usual, receiving, updating, and processing 26,831 new items for the year. A new Genealogy collection was created in 2011, which necessitated the transfer of more than 750 materials from existing collections to the new collection. This was a labor-intensive project for Technical Services staff and pages, requiring database maintenance and relabeling of items.

To facilitate ease of browsing the collection and placing requests online, we decided to circulate DVD series as a set rather than individual discs. It seems to be a welcomed change, and also more cost-effective both in materials and staff processing time.

Notable customer service changes implemented include an updated queuing area at the Customer Service desk, and the ability to send text messages to customers for “almost overdue,” “overdue,” and “hold” notifications.

Traffic at the Customer Service desk remained brisk in 2011. Although the library now offers many self-service opportunities for customers, both in-house and online, sometimes people still need people. Almost everything we do now is tied to technology, and technology is changing at a rapid pace. Circulation staff members continue to provide assistance in locating items of interest, using EasiCat, navigating the Mead website, resolving patron account issues, and troubleshooting equipment problems. Technical Services staff continue to push through the “must-have” items, ordered per customer demand. Though customer transactions and internal workflows have become more complex, staff continue to be resilient and adaptable, and committed to providing the same high-level of service that customers of Mead Library have come to expect!

## **INFORMATION TECHNOLOGY**

**DALE GORT, INFORMATION TECHNOLOGY SPECIALIST**

Every category of Mead Library service related to technology showed an increase in 2011, over 2010. That in itself keeps the IT department busy and productive.

In 2011 much IT activity was centered in the new Maas Teen Learning Center on the third floor. For the final development phase, we installed a computer network, telephone, two security cameras, sound and video projection system, and more items that had to function together. Today the Maas teen area has four laptop computers as part of the Groovix network, and three laptops for loan within the Maas area. We faced a challenge in trying to figure out why some wireless devices could use our library wifi network and others couldn't. Once the settings were changed, the huge number of teens coming in with iPads could connect to the Internet. With all of the use it gets, it's hard to believe that the Maas Teen Learning Center didn't always exist.

There are many options for using a public computer at Mead, and to keep up with the customer demand, all are continually maintained and upgraded. The adult area has had 26 workstations and six reservation workstations for some time. Thirteen laptops for adults were made available several years ago, now down to 11. Now the Hansen Teen Library Center has 12 workstations for teens, in addition to the seven computers available in the Maas Teen Learning Center. The Landwehr Children's Library Center once had two Internet stations and four Gates Grant computers. It now has seven Internet stations for children, four Internet stations for adults, and four early literacy bilingual stations. While we don't have any way to count the number of wifi users, we can see that many customers are bringing their own laptops and mobile devices to the library in addition to using our laptops.

Early in 2012, Helene Capizzi and I worked on a new authentication procedure for our website to make sure only our customers had access to certain purchased research databases. While our customers type in a few digits and click, the actual process of getting everything working properly in the background can vary considerably, depending on the database requirements.

## **PUBLIC RELATIONS**

**HELENE CAPIZZI, PUBLIC INFORMATION SPECIALIST**

In 2011, a small, yet meaningful change occurred when the Public Relations department became the Public Information department. It more accurately reflects the scope of all our efforts at helping the public become better informed of all their public library offers: whether responding to questions sent to our website or our Facebook page, posting events on The Sheboygan Press calendar system, or creating materials promoting the use of new databases. Information is our business, in every department of the library!

We continue to grow the digital component of informing our customers of Mead's services and policies with an e-mail version of our newsletter, digital signage, web-based new materials lists, and active presence on Twitter and Facebook. But, recognizing that not all our customers are online, every digital activity had a traditional counterpart still available such as our bulletin board, printed materials, and signage.

This year, many of us at Mead worked on launching and promoting various online services such as Brainfuse (and its Homework Help component), and digital book and audiobook downloads. The challenge with many of these services is not only to increase awareness of their availability, but also to teach customers how to use them. We have seen results of these efforts as our statistics show that more and more people are aware of these services, and are indeed taking advantage of them.

Dale and I also worked with our website hosting/support company, Dynamic Develop, to create a website-based way to authenticate users of several of our online services that are, by contract, only available to Mead cardholders. Our system was created with the future in mind, because we now can include (with no outside assistance) future online services available to Mead cardholders, or Eastern Shores Library System cardholders.

In addition to supporting the important work of the Friends of Mead Public Library, special projects this year included producing materials and recruiting volunteers for the information table at Mead for the Sheboygan Children's Book Festival, working on programs and promotion for "Sheboygan Reads," helping to organize our first-ever volunteer recognition program during National Volunteers Week, and the annual "Give a Gift to Mead" program (which had its best year yet!).

## **YOUTH SERVICES**

**KARIN MENZER, MANAGER**

2012 was a lively year in Youth Services. We introduced the homework help service Brainfuse, featuring online live tutoring, began a series of programs featuring a live therapy dog, and had live Star Wars characters visit the library for our biggest program of the year. It also brought challenges as we adopted new technology to improve traditional programs like the summer reading clubs.

One of the biggest innovations in service happened late in 2011. In September, just in time for the start of the school year, Youth Services was excited to introduce the online homework help service HelpNow from Brainfuse. This project is funded through a grant to the Mead Public Library Foundation. It offers online one-on-one live tutoring for students as well as a suite of other features including a writing lab, test center and more. The grant funded not only the online service, but also two coaches who are available after school and some weekend hours to help teens make the most of the service. Although the grant targets the teen age group, the Brainfuse product has components for kindergarten through adult learners and is available for free to anyone with a Mead Public Library card. By the end of 2011 hundreds of students had already used Brainfuse and the project continues in 2012.

Another innovation was the introduction of Evanced Summer Reader software which allowed us to offer online registration for the children and teen summer reading programs. For the first time, program participants were able to register and track their progress online at home with their own computers. Customers had the convenience of 24-hours-a-day, 7-days-a-week access. Although the online registration made signing up for the program more accessible to many people, the need for a library card slowed registration down. Ultimately there were 696 fewer children enrolled in the 2011 program than the previous year, and 277 fewer teens in 2011. The move to the online reading programs was a cost-saving measure. The library not only didn't have to purchase paper, print charts and registration cards, or order plastic book bags, but also saved a great deal of staff time. The online program was easy for staff to manage and the immediate access to all statistics was especially convenient.

### **Programming**

Programming is an important element of our service. In 2011 there were 524 programs in children's service, an increase of 49 over 2010. Attendance at these programs was very good with a total of 14,233 people, an increase of 599 over 2010. Teen services also increased both numbers of programs and attendance with 52 programs, 13 more than the previous year. Total attendance at teen programs in 2011 was 1,598, an increase of 600 over 2010.

The most popular children's program of the year was the visit from the Star Wars characters of the 501st Legion. More than 500 fans had their pictures taken with their favorite characters and enjoyed watching light-saber duels between heroes and villains. In October, Mead Public Library was a primary venue for the Sheboygan Children's Book Festival which brought nine award-winning authors and illustrators to the community for talks, workshops, readings, and book signings. More than 1,000 people visited the library for these events. The distinguished authors included Jerry Pinkney, M. T. Anderson, Candace Fleming, and Liz Garton Scanlon.

Ruby, a certified therapy dog with Therapy Dogs International, and her owner Ted Kaczmarek brought the Tail Waggin' Tutor program to Mead in 2011, spending more than 56 hours with young readers. The children practiced their reading skills and enjoyed

spending time with the gentle and friendly Doberman.

In September, Youth Services participated in a new city event, "Taste Sheboygan." The library sponsored a visit by the "If You Give a Mouse a Cookie" mouse who served Johnston's Bakery chocolate chip cookies to children after they completed a craft project. More than 300 people stopped by the booth to meet the mouse.

Gaming events continue to be very popular and students gather regularly to play in both the children's and teen areas. The National Gaming Day @ Your Library event in November continues to grow each year. In 2011 all events were held on the third floor in the Maas Teen Learning Center, the Landwehr Children's Library Center and the Story Garden. Ninety-five people enjoyed games of all types including board games, card games and Wii gaming.

### **Gifts**

Along with the generous donation which funds the aforementioned Brainfuse project, Youth Services also benefited from other gifts in 2011. A donation to honor Elaine Repenshek allowed the purchase of new lounge furniture for middle grade readers near the graphics collection and a generous donation in honor of former employee Bernice Busse in honor of her 100th birthday will support the purchase of Story Shelf books for several years to come.

### **Summer Library Programs**

As mentioned previously, registration for all three summer programs was lower than in 2010, but many other aspects of the programs were very successful. Thank you to ACUIITY, the primary sponsor of the Cool Picks Teen Summer Reading Program, for their support of teen literacy. The program's kick-off event held at ACUIITY headquarters had its highest attendance yet, with 234 teens enjoying their hospitality. A new component of the ACUIITY Cool Picks Summer Reading Program was the inclusion of book discussions. Thanks to a donation from the Friends of Mead Public Library, teens who elected to participate were given hardcover copies of The Hunger Games series by Suzanne Collins. Three book discussions were held over the course of the summer, each discussion covering one of the three books in the series.

For the third year, Mead Public Library received a grant for VISTA associates to perform summer library program outreach. They visited playground sites throughout the city and registered children for the program and also presented stories, crafts and literacy activities. More than 250 children signed up for the reading program at outreach sites. Another highlight was the visit of "Bess the Book Bus." This is a mobile literacy outreach program that donated hundreds of new or gently used books to be distributed to children. The VISTA volunteers assisted with this distribution at their outreach sites.

### **Farewells**

After 20 years as a library assistant in youth services, Chris Hildebrand retired in May.

Jean Aeder Gort, who was working as a page in Circulation Services, joined Youth Services in June. In December we retired the very worn-looking nursery gym that was located in the southwest corner of the children's area. Additional picture book shelving was added to that area to ease overcrowded shelves. Mead Public Library Youth Services had often worked with the Sheboygan Area Evenstart Family Literacy Program including having a seat on its advisory board. Evenstart lost funding and ended its program in June. In December we bid adieu to the last audio cassettes when the final items in that format were discarded.

### **What was hot in 2011?**

The most popular book for teens in 2011 was *Mockingjay*, the third and final book in the Hunger Games trilogy by Suzanne Collins. Other popular books for teens included *Inheritance*, the final book in a trilogy by Christopher Paolini, and books featuring vampires and zombies.

Popular books for children in 2011 include the "Diary of a Wimpy Kid" and "Big Nate" series books as well as any book written by Rick Riordan. Also popular were the Lego Star Wars and Lego Harry Potter books. For picture book fans there were new books in 2011 by Eric Carle and a newly published book by Dr. Seuss, "The Bippolo Seed and Other Lost Stories." Fancy Nancy and princess stories continue to charm young readers as well.

Finally, a big thank you goes to the Friends of Mead Public Library for supporting Youth Services in so many ways. Another goes to the volunteers who performed 360.25 hours of service in 2011. I'd also like to thank the many Mead staff members around the library who assist in our work. The members of the Youth Services staff have worked hard to provide great customer service, wonderful collections and interesting programs for the community. The Youth Services staff includes Matthew Beinemann, Aimee Steinbruecker, Susan Durant, Cathy Nack, Tory Stenske, Sandy Jakum and Jean Aeder Gort.

## **MEAD PUBLIC LIBRARY FOUNDATION**

### **BERNIE MARKEVITCH, PRESIDENT**

The Mead Public Library Foundation, Inc. is a 501(c)(3) organization that is dedicated to providing financial support to Mead Public Library. Its mission is "To benefit the community by raising, managing, and distributing funds to enhance the services, collections, and facilities of the Library and to increase public awareness of the Library's needs and services." Generous contributions to the Foundation supplement, but do not replace, public funding. Contributions may be specifically designated and are not to be used for basic operating expenses of the Library.

The Foundation continues to oversee the investment, management and distribution of its operating, investment, and income accounts. The investments are continuing to recover well following the challenge of the extended unfavorable global economic environment. The

directors strive to assure that the Foundation investments benefit from active management of the monies for which the Board is responsible.

At the end of 2011, the Operating Account had a balance of \$143,552. These monies include funds for basic operating expenses of the Foundation and funds given for designated purposes. The designated funds totaled \$76,355. Many who have appreciated the library over the years generously donate monies to the Endowment Fund. The balance of the Endowment Fund at the end of 2011 was \$910,108. The Directors continue to ensure only the earnings from the investment of the monies are used for furtherance of the Foundation's mission. The Endowment Income Fund balance at the end of 2011 was \$8,640. The Foundation was the financial sponsor for the 2011 Sheboygan Reads biennial community reading program and its Board of Directors has committed Endowment Fund income in an amount not to exceed \$7,000 to the next program, which will be offered in 2013.

A restricted gift from the estate of Dr. Jerome M. Maas in 2004 established the Maas Endowment Fund. Dr. Maas requested earnings from the investment of his gift be used to fund the expansion of Youth Services. The balance of this fund at the end of 2011 was \$974,114. The income balance at the end of 2011 totaled \$20,857. The Foundation contributed \$29,916 for completion of the second, and final, phase in the development of the Dr. Jerome M. Maas Teen Learning Center.

The Renaissance Society of the Mead Public Library Foundation is comprised of important patrons of the Endowment Fund. In 2011, six new members joined the Renaissance Society and 14 achieved a higher cumulative recognition category. The Renaissance Society has four members recognized as "Patron" for cumulative gifts of \$25,000 and beyond.

A successful membership event was held on Dec. 9. The Renaissance Yuletide Gala featured the Great Tree in the Quiet Study Room. The evening featured the completed Dr. Jerome M. Maas Teen Learning Center along with recognition of an anonymous gift to the Foundation in support of a subscription to the online learning resource Brainfuse and Homework Help coaches for teens. This program is centered in the Teen Learning Center.

For the sixth year, the ACUITY Charitable Foundation, Inc., through the Foundation, sponsored the Cool Picks reading program targeted to young adult reading development and retention. Local teens checked out over 10,000 items from the library during the ACUITY Cool Picks Summer Reading Program. The kick-off event at ACUITY was a big success with an attendance of 234. The Foundation Board of Directors continues to focus its support on lifelong readers and learners. It has committed \$5,000 in Maas income funds as support for the 2012 Children's Book Festival.

Bernard Markevitch was elected to serve as President of the Foundation Board of Directors effective January 1, 2011. James Cape, an active member of the Board of Directors, retired at the end of 2011. His development experience and expertise helped move the Foundation forward. Kathie Norman joined the Board of Directors when she was elected to a 3-year term effective January 1, 2011. We appreciate the dedication and contributions of all directors to the Foundation in support of the Library.

Directors and officers of the Foundation Board for 2011 were Bernard Markevitch (President), Barbara Knauf (Vice-President), Konrad Testwuide (Treasurer), Eldon Bohrofen (Assistant Treasurer), Sharon Winkle (Secretary), James Cape, Barbara Gruber, William Holbrook, Eleanor Jung, Pat Mahlendorf, Sheri Murphy, Kathie Norman, and Maeve Quinn.

## **FRIENDS OF MEAD PUBLIC LIBRARY**

### **AUDREY KRUGER, VICE PRESIDENT**

The Friends of Mead Public Library (FMPL) is an organization dedicated to providing volunteer service and financial support to Mead Public Library as a supplement to City appropriations. Membership is open to anyone interested in supporting the goals and services of the library. Volunteers for projects and activities are recruited from the general membership which currently numbers close to 220. We always welcome new members.

The annual meeting of the Friends of Mead Public Library was held on April 17, 2011, with about 30 members present. The following slate of board members were elected to two-year terms expiring in 2013: Judy Biederwolf, Darlene Kolb, Nancy Lewis, Mary Mitch, Delores Panzer, Sharon Quicker, and Sarah Stoll.

Catherine Fitzpatrick, author of the novel "A Matter of Happenstance," a former newspaper reporter and feature writer, discussed the process of writing, editing, and getting a book published. A reception followed, arranged by Judy Biederwolf and Nancy Stephani. Donna Mae Ringel contributed a floral centerpiece which was presented to a lucky drawing winner.

Once again this year, the Friends held several fund-raisers. In summer, the Giant Used Book Sale was held on July 14, 15, and 16. The grand total for this sale was over \$2,300. The "End of the Year Book Sale" was held on Nov. 4, 5, and 6 and also was well-attended, earning a profit of over \$1,200. Another one-day sale was held featuring only music and movies and netted a profit of over \$250.

These three sales, combined with the monthly clearance sales and direct sales by the library through Customer Service, plus online sales, earned a total profit of \$10,863 for 2011.

Please check out the new location of the BookStore. It has more space and is closer to the library checkout units, making it more visible to library customers.

The BookStore and the special sales would not be possible without the help of many of our members: those working on Mondays in the basement storage area, at the monthly sales, or at the July and November sales. A big "thank you" to all of you!

The seventh annual "Dinner with Friends" event was held on Nov. 12. This year, the dinner was held at a new location, Grace Episcopal Church. It has a lovely dining room and the location certainly made it much easier for everyone since the kitchen and all needed

supplies were located there. Our chef, Bernie Markevitch, prepared a delightful Italian dinner. Friends members assisted Bernie in the kitchen and waited tables. The profit from the dinner was about \$1,700, earmarked for the purchase of large print books. With that in mind, our library liaison, Helene Capizzi, brought a selection of large print books and each guest was able to choose one and have a bookplate with their name placed in the book.

We once again assisted Bernie Markevitch at the Renaissance Society Yuletide Gala serving delicious appetizers and desserts. Our profit was about \$1,000.

Our final fund-raiser was a new project: coupons from Perkins Restaurant where a portion of each check presented was donated to the Friends. It ran for three months and the Friends profit was about \$70.

Mead Public Library gave away 500 books to children who read or were read to for at least five hours during the Summer Library Program. The books were purchased with funds from Thrivent Financial and the Friends of Mead Public Library. The Friends also donated money to Acuity Cool Picks for the teen reading program, and paid for bus rides for children coming to the library, for a total of \$3,917.

The Friends board members voted to support programming at Mead Public Library with a \$5,000 donation and also \$1,400 for the purchase of a public performance movie license, in addition to \$456 for the purchase of 100 monthly copies of BookPages newsletter.

Another project the board took on was hosting a series of films in the fall in the Rocca Meeting Room. Previously, library staff members hosted the film programs. Our series was well-received and a spring series was planned. Simple refreshments also were provided.

Memorial books were purchased for Dr. James Michael, for his generosity to the Friends over a period of many years; for former board member Frances Heinemann; for Verna Knoener, mother of board member Donna Mae Ringel; and for Harlan Lee, the husband of Bev Lee, a former board member.

During National Library Week in April, the Friends presented a small token of appreciation to the staff of Mead Public Library. Donna Mae Ringel coordinated this project.

Once again, we need to say a big "thank you" to Helene for all the many things she does to support the Friends. She is always ready to lend a hand, or offer a suggestion, and we count her as a real asset to the organization.

Also, once again, we would like to say "thank you" to Bernie for all his help and support with our dinner and in so many other ways. Bernie has been unbelievably generous with his time and talents for which the Friends are most grateful. A large part of the success of Dinner with Friends is due to Bernie. He is a true "Friend."

# MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

## GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

### 2010 GENERAL OPERATIONS FUND BALANCE

Unreserved Fund Balance/Audit Adjustment	128,622.21
Automation Reserve	111,098.43
Air Conditioning Unit Reserve	150,000.00
Donations	48,797.43
Personal Svcs Reserve	140,440.25
Future Capital	177,715.00
Collection Enhancement Reserve	10,000.00
STARR Contingency Fund	59,930.00
Encumbrances	0.00
General Liability Insurance Reserve	25,000.00

Total 2010 Fund Balance

851,603.32

### 2011 REVENUES

City Tax Appropriation	2,476,488.00
Library Generated Revenue	101,438.96
Contributions	70,531.06
ESLS - Sheboygan County	570,882.00
ESLS - Ozaukee County	9,039.00
Adj. County Reimbursements	37,738.48
LSTA - Grants	715.00
Digitization Grant	3,063.49
ESLS - Contracts	50,297.00

Total 2011 Revenues

3,320,192.99

### TOTAL 2010 FUND BALANCE AND 2011 REVENUES

4,171,796.31

### 2011 EXPENSES

Personal Services	2,488,545.01
Contractual Services	306,600.42
Commodities	517,626.25
Other Expenses	19,282.24
HVAC Upgrade Project	138,254.28

Total 2011 Expenses

(3,470,308.20)

### 2011 GENERAL OPERATIONS FUND BALANCE

701,488.11

### FUND BALANCE SUMMARY

#### 2011 RESERVED ACCOUNTS

Automation Reserve	111,098.43
Air Conditioning Unit Reserve	11,745.00
Donations	60,958.15
Personal Svcs Reserve	73,328.48
Future Capital	154,369.00
Collection Enhancement Reserve	0.00
STARR Contingency Fund	29,598.00
Encumbrances	0.00
General Liability Insurance Reserve	25,000.00

Total Reserved Accounts

466,097.06

#### 2011 UNRESERVED FUND BALANCE

235,391.05

### 2011 GENERAL OPERATIONS FUND BALANCE

701,488.11

**MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT**

**GENERAL OPERATIONS 255 FUND**

Fund Balance December 31, 2011 (Unaudited)

**AUTOMATION PROJECT ACCOUNT 10081**

<b><u>2010 BALANCE</u></b>			<b>111,098.43</b>
<b><u>2011 REVENUES</u></b>			
	2011 Appropriations	0.00	
			<b><u>0.00</u></b>
<b><u>TOTAL 2010 BALANCE AND 2011 REVENUES</u></b>			<b>111,098.43</b>
<b><u>2011 EXPENSES</u></b>			
	2011 Purchases	0.00	
			<b><u>0.00</u></b>
<b><u>2011 AUTOMATION PROJECT FUND BALANCE</u></b>			<b><u><u>111,098.43</u></u></b>

**AIR CONDITIONING UNIT RESERVE**

<b><u>2010 BALANCE</u></b>			<b>150,000.00</b>
<b><u>2011 REVENUES</u></b>			
	2010	0.00	
			<b><u>0.00</u></b>
<b><u>TOTAL 2010 BALANCE AND 2011 REVENUES</u></b>			<b>150,000.00</b>
<b><u>2011 EXPENSES</u></b>			
		138,255.00	
			<b><u>(138,255.00)</u></b>
<b><u>AIR CONDITIONING UNIT RESERVE</u></b>			<b><u><u>11,745.00</u></u></b>

# MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

## GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2011 (Unaudited)

### DONATIONS TO 255 OPERATIONS ACCOUNTS

<u>2010 BALANCE</u>		48,797.43
<u>2011 REVENUES</u>		
2011	70,531.06	<u>70,531.06</u>
<u>TOTAL 2010 BALANCE AND 2011 REVENUES</u>		<u>119,328.49</u>
<u>2011 EXPENSES</u>		
2011 Expenses	58,370.34	<u>(58,370.34)</u>
<u>2011 DONATIONS TO 255 OPERATIONS ACCOUNTS</u>		<u><u>60,958.15</u></u>

### PERSONAL SERVICES RESERVE (Pension Liability)

<u>2010 BALANCE</u>		140,440.25
<u>2011 REVENUES</u>		
2011	32,371.69	<u>32,371.69</u>
<u>TOTAL 2010 BALANCE AND 2011 REVENUES</u>		<u>172,811.94</u>
<u>2011 EXPENSES</u>		
2011	99,483.46	<u>(99,483.46)</u>
<u>2011 PERSONAL SERVICES RESERVE</u>		<u><u>73,328.48</u></u>

**MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT**  
**GENERAL OPERATIONS 255 FUND**

Fund Balance December 31, 2011 (Unaudited)

**FUTURE CAPITAL FUND**

<b><u>2010 BALANCE</u></b>		<b>177,715.00</b>
<b><u>2011 REVENUS</u></b>		<u>0.00</u>
<b><u>TOTAL 2010 BALANCE AND 2011 REVENUES</u></b>		<b>177,715.00</b>
 <b><u>2011 EXPENSES</u></b>		
2011 transfers to Operations	23,346.00	<u>(23,346.00)</u>
<b><u>2011 WORKING CAPITAL FUND</u></b>		<u><u>154,369.00</u></u>

**COLLECTION ENHANCEMENT RESERVE**

<b><u>2010 BALANCE</u></b>		<b>10,000.00</b>
<b><u>2011 REVENUES</u></b>		
2010	0.00	<u>0.00</u>
<b><u>TOTAL 2010 BALANCE AND 2011 REVENUES</u></b>		<b>10,000.00</b>
<b><u>2011 EXPENSES</u></b>		
	10,000.00	<u>(10,000.00)</u>
<b><u>COLLECTION ENHANCEMENT RESERVE</u></b>		<u><u>0.00</u></u>

**MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT**  
**GENERAL OPERATIONS 255 FUND**

Fund Balance December 31, 2011 (Unaudited)

**STARR CONTINGENCY FUND**

<b><u>2010 BALANCE</u></b>		<b>59,930.00</b>
<b><u>2011 REVENUES</u></b>		
2011	0.00	<u>0.00</u>
<b><u>TOTAL 2010 BALANCE AND 2011 REVENUES</u></b>		<b>59,930.00</b>
<b><u>2011 EXPENSES</u></b>		
	30,332.00	<u>(30,332.00)</u>
<b><u>STARR CONTINGENCY FUND</u></b>		<b><u>29,598.00</u></b>

**GENERAL LIABILITY INSURANCE RESERVE FUND 247700**

<b><u>2010 BALANCE</u></b>		<b>25,000.00</b>
<b><u>2011 REVENUES</u></b>		
2011		<u>0.00</u>
<b><u>TOTAL 2010 BALANCE AND 2011 REVENUES</u></b>		<b>25,000.00</b>
<b><u>2011 EXPENSES</u></b>		
2011		<u>0.00</u>
<b><u>2011 GENERAL LIABILITY RESERVE BALANCE</u></b>		<b><u>25,000.00</u></b>

# MEAD PUBLIC LIBRARY - 2011 FINANCIAL REPORT

## EVERHARD/FORRER 850 FUND

Fund Balance December 31, 2011 (Unaudited)

### 2010 EVERHARD/FORRER FUND BALANCE SUMMARY

Invested in State Pool	985,708.99
Local Balance	0.00
Accounts Receivable	0.00
Accrued Interest	0.00
Accounts Payable	0.00
Deferred Expense	0.00

**Total 2010 Fund Balance**

**985,708.99**

### 2011 REVENUES

Interest on Local Balance	90.55
Interest on Investments	1,288.00
Book Bag sales	79.00
Donations	9,352.91

**Total 2011 Revenues**

**10,810.46**

### TOTAL 2010 FUND BALANCE AND 2011 REVENUES

**996,519.45**

### 2011 EXPENSES & TRANSFERS

Programs	9,768.22
Inservice/Training/Travel	1,830.00
Contracted Services	3,800.00
Visually Impaired Project	278.00
Other projects	0.00

### TOTAL 2011 EXPENSES AND TRANSFERS

**(15,676.22)**

### 2011 EVERHARD/FORRER FUND BALANCE

**980,843.23**

### FUND BALANCE SUMMARY

Invested in State Government Pool	984,819.33
Local Balance	(3,976.10)

### 2011 EVERHARD/FORRER FUND BALANCE

**980,843.23**



## Annual 2011 Circulation, Service, Collection Statistics

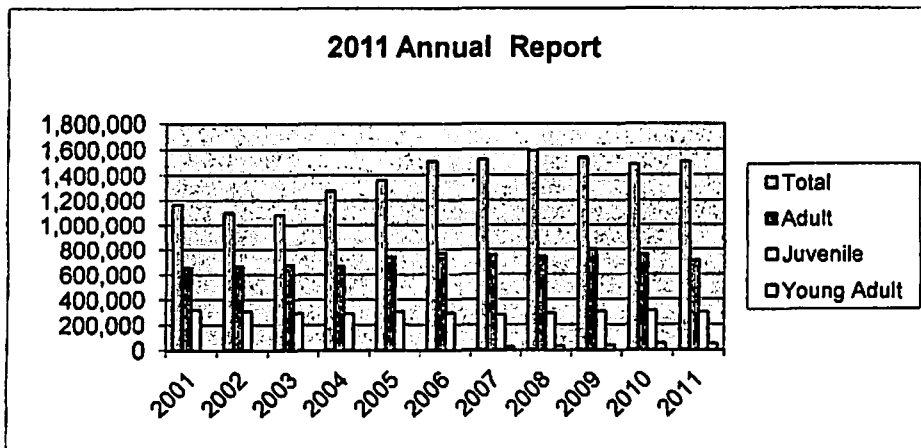
710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Days open last year:	327	Hrs. open last year:	2961	Sundays Open last year: =	27
Days open this year:	328	Hrs. open this year:	2968	Sundays open this year:	28
No. visits last year:	356491	Hourly visits last year:	120.4		
No. visits this year:	345852	Hourly visits this year:	116.5	Hourly visits this year:	-15.4%

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	153437	138819	31447	29926	137978	131297	322862	300042
Books - Nonfiction	156125	138254	3498	3452	81700	77818	241323	219524
Reference Books	10497	9442			342	292	10839	9734
CDROMs	39	50			1119	564	1158	614
Microfilm	4583	4452					4583	4452
Periodicals	53202	52265			2294	2515	55498	54780
Music/Educational (Tapes & CDs)	54883	52008			5712	4772	60595	56780
Audiobooks (Tapes & CDs)	23063	22617	411	398	3054	3339	26528	26354
Videocassettes/DVDs	230326	218110			58176	53202	288502	271312
Dorothy E Werner Database Collection							8763	8245
Library Web Page							356364	436429
Computer Public Workstations	0	0	0	0	8162	9041	8162	9041
Internet Public Workstations	56846	55199	13523	16360	11370	14684	81739	86243
Electronic Use (Other than Werner Database and Workstations)	11385	11833					11385	11833
Ebooks	148	125					148	125
Laptops	5548	7822			34	26	5580	7848
Other	13	24			665	515	678	539
<b>TOTALS</b>	<b>780093</b>	<b>711020</b>	<b>48879</b>	<b>50136</b>	<b>310606</b>	<b>298065</b>	<b>1484705</b>	<b>1503895</b>
+ or -		-49073		1257		-12541		19190
%		-6.5%		2.6%		-4.0%		1.3%
Hourly Average	256.7	239.6	16.5	16.9	104.9	100.4	501.4	506.7
Hourly %		-6.7%		2.3%		-4.3%		1.1%

### Registration

	City	All Others	Total
Last Year:	35684	12053	47737
This Year:	32850	10958	43808





**Annual 2011**  
**Circulation, Service, Collection Statistics**  
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

**Circulation**

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Books-Fiction	146473	133236	28232	25823	123224	115780	297929	274839
Books - Nonfiction	129857	119017	3498	3452	64708	61647	198063	184116
Reference Books								
CDROMs	39	50			1119	564	1158	614
Periodicals	21971	20744			1965	2227	23936	22971
Music/Educational (Tapes & CDs)	54883	52008			5712	4772	60595	56780
Audiobooks (Tapes & CDs)	23063	22617	411	398	3054	3339	26528	26354
Videocassettes/DVDs	230326	218110			58176	53202	288502	271312
Werner Database Collection (Home Access)							4683	4568
Ebooks	148	125					148	125
Other	13	24			665	515	678	539
<b>TOTALS</b>	<b>606773</b>	<b>565931</b>	<b>32141</b>	<b>29673</b>	<b>258623</b>	<b>242046</b>	<b>902220</b>	<b>842218</b>
+ or -		-40842		-2468		-16577		-60002
%		-6.7%		-7.7%		-6.4%		-6.7%
Hourly Average	204.9	190.7	10.9	10.0	87.3	81.6	304.7	283.8
Hourly %		-7.0%		-7.9%		-6.6%		-6.9%

**% of Circulation by Patron Type**

	Adult	Young Adult	Juvenile	Staff	ILL	Establish-ments	Homebound	Deposit Collection
Last Year:	77.1	6.6	12.6	2.5	0.5	0.3	0.1	0.4
This Year:	77.1	6.5	12.5	2.4	0.6	0.3	0.1	0.4

**In-House Usage**

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Books-Fiction	6964	5583	3215	4103	14754	15517	24933	25203
Books - Nonfiction	26268	19237			16992	16171	43260	35408
Reference Books	10497	9442			342	292	10839	9734
Microfilm	4583	4452					4583	4452
Periodicals	31231	31521			329	288	31560	31809
Werner Database Collection (In House)							4080	3677
Library Web Page*							356364	436429
Computer Public Workstations					8162	9041	8162	9041
Internet Public Workstations	56846	55199	13523	16360	11370	14684	81739	86243
Electronic Use (Not Werner Database & Workstations)	11385	11833					11385	11833
Laptops	5546	7822			34	26	5580	7848
<b>TOTALS</b>	<b>153320</b>	<b>145089</b>	<b>16738</b>	<b>20463</b>	<b>51983</b>	<b>56019</b>	<b>582485</b>	<b>661677</b>
+ or -		-8231		3725		4036		79192
%		-5.4%		22.3%		7.8%		13.6%
Hourly Average	51.8	48.9	5.7	6.9	17.6	18.9	196.7	222.9
Hourly %		-5.6%		22.0%		7.5%		13.3%



## Annual 2011 Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

**Service:**

	Adult		Juvenile		Circ		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Reference	28424	30660	7729	7599	832	1813	36985	40208
Other Requests	19849	27238	20444	16383	112746	105772	153039	151403
<b>TOTALs</b>	<b>48273</b>	<b>57898</b>	<b>28173</b>	<b>23982</b>	<b>113578</b>	<b>107585</b>	<b>190024</b>	<b>191611</b>
+ or -		9625		-4191		-5993		1587
%		19.9%		-14.9%		-5.3%		0.8%
Hourly Average	16.3	19.5	9.5	8.1	38.4	36.2	64.2	64.6
Hourly %		19.7%		-15.1%		-5.5%		0.6%
Total Telecommunications	8472	8178	2567	2123	5240	4054	16279	14355
Tax Questions	192	296	0	0	815	824	1007	1120
Internet	2472	2791	570	644			3042	3446

**Young Adult**

	Last Year	This Year
Reference		136
Other Requests		2010
<b>TOTALs</b>		<b>2146</b>
+ or -		2146
%		
Hourly Average		
Hourly %		
Total Telecommunications		0
Tax Questions		0
Internet		11

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Story Hours					169	163	169	163
Story Hours Attendance					3906	4305	3906	4305
Classes	11	9	0	0	160	157	171	166
Classes Attendance	199	71	0	0	3108	2747	3307	2818
Browsing Classes/Groups	18	9			226	180	242	189
Browsing Classes/Groups Attendance	272	124			2450	2155	2722	2279
Tours	3	5	1	2	7	10	11	17
Tours Attendance	96	56	37	13	129	286	262	355
Programs	115	107	38	50	139	194	292	351
Programs Attendance	1108	1167	898	1585	6491	6895	8595	9647
Deposit Collection Sites	26	32					26	32
Deposit Collection Items	1690	1678					1690	1678
Homebound Patrons	122	142					122	142
Homebound Items	585	769					585	769

**Tax Information**

Questions last year: 1007  
 Questions this year: 1120

State Forms shipment for tax year 2009: 31300  
 State Forms shipment for tax year 2010: 27000

Federal Forms shipment for tax year 2009: 53995  
 Federal Forms shipment for tax year 2010: 57831

**Public Information**

Number of Projects last year: 427  
Number of projects this year: 424

Digital Marketing contacts last year: 1598  
Digital Marketing contacts this year: 4042

Number produced last year: 116436  
Number produced this year: 95886



**Annual 2011**  
**Circulation, Service, Collection Statistics**  
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

**Information Technology**

**E-Mail**

	Adult		Circulation		Juvenile		Public Relations		Total	
	Last	This	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
Email	141	136	44	44	13	13	59	111	257	450

**E-Resource Center Services**

	Members		E-Mails		Total	
	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year
Dear Reader	10895	10487	217900	209740	228795	220227

	Pages Accessed	
	Last	This
	Year	Year
Pathfinder	9089	11346

**Interlibrary Loans Sent**

	Intersystem ILLs		Intrasystem ILL's		Total	
	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year
Jan	4818	5296	122126	105398	126944	110694

**MPL Web Site**

Web Site Page Views last year:	356364	.....	Average per day last year:	976.34
Web Site Page Views this year:	436429	.....	Average per day this year:	1192.43

	Visits		Page Views		Unique Page Views		Home Page		Total	
	Last	This	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
Jan	208463	276805	356364	436429	276945	360563	234748	247435	1076520	2149318

**Mending**

Items Mended last year:	1984
Items Mended this year:	804

**Annual 2011**

**Circulation, Service, Collection Statistics**

Collections	Adult		Young Adult		Juvenile		Total	
	Last Year*	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books		192588		11779		88439	0	292806
CD ROMs		46		0		462	0	508
CDs/CD BKS		13438		244		1985	0	15667
Audiocassettes		525		0		6	0	531
DVDs		15691		0		3485	0	19176
Videocassettes		1873		0		1534	0	3407
Miscellaneous		9		0		67	0	76
Magazines		16868		0		1070	0	17938
Maps		1380		0		0	0	1380
Pamphlets		9159		0		0	0	9159
<b>Total</b>		<b>251577</b>		<b>12023</b>		<b>97048</b>	<b>0</b>	<b>360648</b>

\*Note: Accurate comparative data for 2010 is not available due to report generation changes.

	Last Year	This Year
<b>Total items added:</b>	25504	26831
<b>Total items deleted</b>	27522	20879

**2011 LIBRARY BOARD OF TRUSTEES**

**President**

Ms. Maeve Quinn

**Vice President**

Ms. Marilyn Montemayor

**Finance Officer**

Mr. Henry M. Nelson

**Other Trustees**

Mrs. Dolcye Johnson

Mr. Ed Morgan\*\* (Resigned December 2011)

Mrs. Sharon Quicker\*

Ald. Kevin Sampson\*\*

Mrs. Marge Segalle

Mr. Chad Stauber Soik

Ms. Martha Wortche

Mr. Sam Zelve\*

Mr. Dirk Zylman\*\*

**Ex Officio**

Ms. Sharon Winkle, Library Director and Secretary

---

\*Term expired without re-appointment April 2011

\*\*Appointed May 2011

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

AMENDED SUMMONS

Plaintiff,  
vs.

Case No. 12-CV-0097

Jose A. Avina  
2120 Schetter Ave  
Sheboygan, WI 53083-3831

The Honorable  
Terence T. Bourke

Dee Ann R. Avina  
1304 S 17th St  
Sheboygan, WI 53081-5122

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

Defendants,

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

*MW  
3 May 12*

Jane Doe-Avina  
2120 Schetter Ave  
Sheboygan, WI 53083-3831

John Doe-Avina  
1304 S 17th St  
Sheboygan, WI 53081-5122

CLERK CIRCUIT COURT  
FILED  
2012 APR 20 A 11: 18  
SHEBOYGAN COUNTY  
WISCONSIN

Added Defendants.

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.

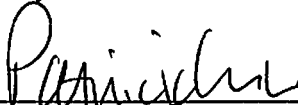
Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court 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 18th day of April, 2012

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

By:   
Patricia C. Lonzo  
State Bar No. 1045312  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
041930F01

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.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

AMENDED COMPLAINT

Plaintiff,

Case No. 12-CV-0097

vs.

The Honorable  
Terence T. Bourke

Jose A. Avina  
2120 Schetter Ave  
Sheboygan, WI 53083-3831

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

Dee Ann R. Avina  
1304 S 17th St  
Sheboygan, WI 53081-5122

Defendants,

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

Jane Doe-Avina  
2120 Schetter Ave  
Sheboygan, WI 53083-3831

John Doe-Avina  
1304 S 17th St  
Sheboygan, WI 53081-5122

Added Defendants.

SHEBOYGAN COUNTY  
WISCONSIN  
2012 APR 20 A 11:18  
CLERK CIRCUIT COURT  
FILED

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 Jose A. Avina and Dee Ann R. Avina.
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 \$132,311.62 together with interest from the 1st day of August, 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 occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

9. That Jane Doe-Avina has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Jose A. Avina.

10. That John Doe-Avina has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Dee Ann R. Avina.

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.

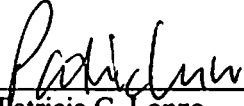
4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

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 18th day of April, 2012.

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

By:  \_\_\_\_\_  
Patricia C. Lonzo  
State Bar No. 1045312  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

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

NOTE

FHA CASE NO.  
581-2883079

NOVEMBER 14, 2007  
(Date)

1304 SOUTH 17TH STREET, 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 FIRST WISCONSIN MORTGAGE, INC., A WISCONSIN CORPORATION (CFL # 1182) 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 ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 00/100 Dollars (U.S. \$ 127,585.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN AND 000/1000 percent ( 7.000 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JANUARY 1 .2008 . Any principal and interest remaining on the first day of DECEMBER 1 .2037 . will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 1289 DEMING WAY, MADISON, WISCONSIN 53717

or at such other 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. \$ 848.83 . 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.)

Growing Equity Allonge

Graduated Payment 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.

JM  
DA

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 AND 000/1000** 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 pages 1 through 2 of this Note.

Jose A. Avina (Seal)  
JOSE A. AVINA Borrower

Dee Ann R. Avina (Seal)  
DEE ANN R. AVINA Borrower

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

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

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

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

ALL COPIES ATTACHED  
FOR THE PURPOSE OF  
ENDORSEING THE NOTE

EXHIBIT A



ALLONGE ATTACHED  
FOR THE PURPOSE OF  
ENDORSEING THE NOTE

# ALLONGE TO NOTE

Re: Jose A. Avina and Dee Ann R. Avina  
1304 South 17<sup>th</sup> Street  
Sheboygan, WI 53081


Loan #:

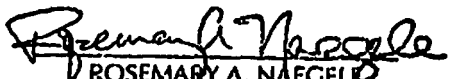
Loan Amount: \$127,585.00

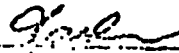
Note Date: November 14, 2007 ✓

Pay to the order of Universal Mortgage Corporation, without recourse.

First Wisconsin Mortgage, Inc.

  
By: Anne M. Abozeid  
Vice President

PAY TO THE ORDER OF  
Wells Fargo Bank, NA  
without recourse  
UNIVERSAL MORTGAGE CORPORATION  
  
ROSEMARY A. NAEGELS  
ASSISTANT SECRETARY

  
SCOTT M. SWANSON  
ASSISTANT SECRETARY

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

By   
Scott M. Swanson  
Assistant Vice President

1842263

SHEBOYGAN COUNTY, WI  
RECORDED ON  
12/21/2007 08:35AM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 25.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 7  
TRANS # 108800  
# OF PAGES: 8

# MORTGAGE

Document Number:

27F

Return Address: ~~FIRST WISCONSIN MORTGAGE, INC.~~  
~~1289 DEMING WAY~~  
MADISON, WISCONSIN 53717

ALL TITLE SERVICES, INC.  
1037 N. HASTINGS WAY  
P.O. BOX 2055

59281508770  
Parcel I.D. Number ~~EAU CLAIRE, WI 54702-2055~~  
07-30426

FHA CASE NO.  
581-2883079

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 14, 2007  
The mortgagor is JOSE A. AVINA AND DEE ANN R. AVINA, HUSBAND AND WIFE  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ~~JOINT TENANTS~~

("Borrower"). This Security Instrument is given to  
FIRST WISCONSIN MORTGAGE, INC., A WISCONSIN CORPORATION  
which is organized and existing under the laws of WISCONSIN, and whose  
address is 1289 DEMING WAY, MADISON, WISCONSIN 53717

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 00/100  
Dollars (U.S. \$ 127,585.00). 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 DECEMBER 1, 2037. This Security Instrument secures to Lender: (a) the repayment  
of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the  
payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security  
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the  
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the  
following described property located in SHEBOYGAN County, Wisconsin:  
~~SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS  
EXHIBIT "A"~~

The North 1/2 of Lot 1 and the East 20 feet of the N 1/2 of Lot 2, all in Block 278, according to  
the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

JA  
DA

EXHIBIT B

8

which currently has the address of 1304 SOUTH 17TH STREET

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

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

BORROWER COVENANTS that Borrower is lawfully 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.

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

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. §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.

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EXHIBIT B

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.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 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

EXHIBIT B

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 (as defined in paragraph 21) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees (as defined in paragraph 21); (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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

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)].

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider      |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider      | <input type="checkbox"/> Other [Specify]         |  |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Jose A. Avina (Seal)  
JOSE A. AVINA -Borrower

Dee Ann R. Avina (Seal)  
DEE ANN R. AVINA -Borrower

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

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

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

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

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT B

State of Wisconsin  
County of SHEBOYGAN

This instrument was acknowledged before me on 11/14/07  
by JOSE A. AVINA AND DEE ANN R. AVINA



KDW:  
Notary Public

My commission expires: 02/01/09

This instrument was drafted by: Anne Abozeil

*JA DA*

EXHIBIT B

**CORRECTED ENDORSEMENT TO TITLE COMMITMENT**

FILE NO.: SHE-77543  
Jose A. Avina

ISSUED BY



*First American Title Insurance Company*

HEREIN CALLED THE COMPANY

Please be advised that the above mentioned commitment to insure has been amended as follows:

**SCHEDULE A**

Effective Date: January 31, 2012 THROUGH DOCUMENT # 1938477

**SCHEDULE B - Special Exceptions:**

Item 3.h is hereby deleted.

The following is hereby added to the Mortgage at Item n.

The following is to correct the assignee's name:

The foregoing mortgage has been assigned to Wells Fargo Bank NA by mesne assignments.

Dated: March 10, 2011 Recorded: October 17, 2011

Document No: 1931978

Action commencing to foreclose said mortgage in Circuit Court for Sheboygan County, as pending. Case Number 12CV97, Wells Fargo Bank, N.A. v. Jose A. Avina and Dee Ann R. Avina.

Lis Pendens

Filed: January 31, 2012

Number: 1938477

Case Number: 12CV97

**SCHEDULE C**

Item 5.a is amended as follows:

a. Action commencing in Circuit Court for Sheboygan County as Case Number 12CV97 be amended to include the proper parties as added defendants and duly prosecuted to judgment, sale, and confirmation.

All other items remain the same.

This Endorsement is made a part of the policy and is subject to all the terms and provisions thereto. Except to the extent stated, this Endorsement neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and prior endorsements, nor does it increase the face amount thereof. Signed under seal for the Company, but this Endorsement is to be valid only when it bears an authorized countersignature, this the 24th day of February, 2012.

*First American Title Insurance Company*

\_\_\_\_\_  
Authorized Signatory

First Southwestern Title Co. of Wisconsin, Inc.  
11512 N. Port Washington Rd. Ste. 202  
Mequon, WI 53092  
Phone: 262-240-0227 Fax: 262-240-0397

## SCHEDULE B

Commitment Number: SHE-77543

- i. Rights of the spouse of Dee Ann R. Avina and Jose A. Avina, if married, and if the property is homestead or marital property.
- j. Federal Tax Liens, if any, against the spouse of Dee Ann R. Avina and Jose A. Avina, if married, and if the property is homestead or marital property.
- k. 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.
- l. 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.
- m. Rights of the City of Sheboygan set forth in Ordinance recorded as Document No. 1718105.
- n. A Mortgage from Jose A. Avina and Dee Ann R. Avina, husband and wife as joint tenants with right of survivorship to First Wisconsin Mortgage, Inc., a Wisconsin Corporation in the original amount of \$127,585.00.

Dated: November 14, 2007      Recorded: December 21, 2007  
Document No: 1842263

The foregoing mortgage has been assigned to First Wisconsin Mortgage, Inc., by mesne assignments.

Dated: March 10, 2011      Recorded: October 17, 2011  
Document No: 1931978

- o. A Mortgage from Jose A. and DeeAnn R. Avina to City of Sheboygan Department of City Development (no address listed) in the original amount of \$4,203.00.  
Dated: March 31, 2006      Recorded: July 19, 2006  
Document No: 1803607

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

Mortgage No. 1803607 has been subordinated to Mortgage No. 1842263 by Subordination Agreement recorded as Document No. 1842261.

- p. Judgment of Divorce granted June 6, 2011 in the Circuit Court of Sheboygan County as Case No. 2011FA41.  
JOINT PETITIONER: DeeAnn Rose Avina, 1304 S. 17<sup>th</sup> St., Sheboygan, WI 53081  
JOINT PETITIONER: Jose Antonio Avina, 3515 N. 10<sup>th</sup> St. Apt. 621, Sheboygan, WI 53083

Provides that property shown in Schedule A shall be awarded to wife. We find on deed of record from Jose to Dee Ann.



First American Title Insurance Company

**LIEN REPORT**

**WAIVER OF SPECIAL ASSESSMENT NOTICE AND HEARING**

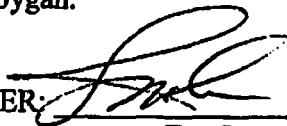
Assessment notices were given and a public hearing was held 4/16/2012, in conjunction with the property listed herein, for two 1" laterals, at \$65 per linear foot for an estimated footage of 48' per each. Subsequently it was determined that the owner desires to have a 2" diameter service instead for the northerly of the two, which will instead cost \$80 per linear foot for that one. The southerly one will still be replaced with a 1" lateral at \$65 per linear foot as assessed.

In consideration of the replacement of the existing small lead water lateral within the public street right-of-way, concurrent with the water main replacement by the City of Sheboygan Water Utility, the undersigned hereby admit that this improvement will benefit the below-described property at 1322 N. 13<sup>th</sup> St. in the City of Sheboygan, and consent to the levying of a special assessment in the amount not to exceed \$3,840.00 against the premises under sec. 66.0703, Wis. Stats., for the cost of this 2" lateral improvement.

In accordance with sec. 66.0703(7), Wis. Stats., we hereby waive all special assessment notices and hearings for this work, as required by sec. 66.07, Wis. Stats., agree that we are the sole owners of the property, and admit that the construction of this improvement is a benefit to our below-described property:

Parcel #201250, being Lots 1 & 2, and part of Lots 3, 4, 11, & 12, Blk 49, Original Plat, City of Sheboygan.

CO-OWNER:

  
\_\_\_\_\_

Tou Lee

DATE:

4/30/12

CO-OWNER:

  
\_\_\_\_\_

Cha Mee Vang

DATE:

4/30/12

II

Other Matters

9.14

R. O. No. 431 - 11 - 12. By CITY CLERK. April 16, 2012.

Submitting a communication from the Sheboygan Yacht Club requesting that the City of Sheboygan act as the organizing authority under the current ordinances and approve the staging of a fireworks display for Sheboygan Harbor Fest, as well as providing routine City of Sheboygan services to host such an event with Sheboygan Harbor Fest 2012, Inc.

Pub Prot  
& Safety  
new Council

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

## Sheboygan Harbor Fest

The Sheboygan Yacht Club and Safe Harbor of Sheboygan County, Inc. are pleased to announce the second annual Sheboygan Harbor Fest, a family-oriented active lifestyle public festival event June 15<sup>th</sup> & 16<sup>th</sup>, 2012 sponsored by the Sheboygan Yacht Club, with all proceeds to benefit Sheboygan County Safe Harbor, Inc. Sheboygan Harbor Fest 2011 was envisioned and organized by the Sheboygan Yacht Club to showcase the incredible activities and opportunities Lake Michigan has to offer to all community members and visitors, plus demonstrates the Sheboygan Yacht Club's connection to the community by sponsoring this charitable event for an essential and valued organization in Safe Harbor of Sheboygan County, Inc.

Sheboygan Harbor Fest 2012 will involve the U.S. Coast Guard Sheboygan Open House & Safety Day, Sheboygan Harbor Centre Marina Open House, Sheboygan Youth Sailing Club, and U.S. Sailing Center Sheboygan. The Sheboygan County Chamber of Commerce & Visitors Department and the Sheboygan Harbor Centre Business Improvement District have also been involved in planning this event. Sheboygan Harbor Fest is funded entirely by corporate sponsorships & donations with expenses paid out by Sheboygan County Safe Harbor, Inc. as a qualified 501(c)(3) non-profit.

As part of this year's Sheboygan Harbor Fest, the Sheboygan Yacht Club and Safe Harbor of Sheboygan County Inc. are requesting a fireworks show to be held June 16th at 9:00pm from the South Pier staging area as routinely done for July 4th activities. A potential rain date would be requested for June 17th. ***It is therefore respectfully requested the City of Sheboygan act as the organizing authority under the current ordinances and approve the staging of a fireworks display for Sheboygan Harbor Fest, as well as provide routine City of Sheboygan services to host such an event with Sheboygan Harbor Fest 2012, Inc., a nonprofit corporation to be formed for such event, and which ultimately benefits the positive visibility of the entire lakefront and the City of Sheboygan.***

The company providing the fireworks show is Spectrum Pyrotechnics, which is also expected to be this year's Sheboygan July 4th fireworks provider, and also did last year's Nations Cup fireworks event sponsored by Festival Foods. Their contact info is as follows:

Spectrum Pyrotechnics  
Richard Bland  
W9285 Highway 16/60  
Reesville, WI 53579  
1-866-591-4754  
[www.spectrumpyrotechnics.com](http://www.spectrumpyrotechnics.com)

A copy of the fireworks contract as currently presented by Spectrum Pyrotechnics but not yet negotiated is attached. Please note this is not a final contract but is expected to be finalized shortly, subject to negotiated agreement. A copy of the final contract along with any and all required insurance information from Spectrum Pyrotechnics and other organizations as required with the City of Sheboygan as named insured will be provided by a date as requested prior to the event. Note in the proposed contract Spectrum Pyrotechnics provides five million dollars insurance coverage.

Thank you for your consideration.

Respectfully Submitted,

Rolf Simonson, Commodore  
Sheboygan Yacht Club  
214 Pennsylvania Avenue  
Sheboygan, WI 53081  
(920) 458-6601  
[www.sheboyganyachtclub.com](http://www.sheboyganyachtclub.com)

Patrick McCabe, Member & Event Organizer  
Sheboygan Yacht Club  
214 Pennsylvania Avenue  
Sheboygan, WI 53081  
(920) 458-6601  
[www.sheboyganharborfest.com](http://www.sheboyganharborfest.com)

Laura Roenitz, Executive Director  
Sheboygan County Safe Harbor, Inc.  
929 Niagara Avenue  
Sheboygan, WI 53081  
(920) 453-6631  
[www.sheboygansafeharbor.org](http://www.sheboygansafeharbor.org)

**SPECTRUM PYROTECHNICS, INC.**  
W9285 HIGHWAY 16 & 60  
REESEVILLE, WISCONSIN 53579

**FIREWORKS DISPLAY CONTRACT**

This AGREEMENT made this 12th day of April, 2012, by and between **SPECTRUM PYROTECHNICS, INC.** of Reeseville, Wisconsin, hereinafter referred to as "SPECTRUM", and Sheboygan County Safe Harbor, Inc. (Hereinafter referred to as "SPONSOR"),

For and in consideration of all mutual covenants and considerations as attested to herein and after, both Parties hereto agree as follows:

SPECTRUM is engaged in the sale, exhibition and display of fireworks, and Spectrum shall provide unto Sponsor a fireworks display and exhibition (hereinafter referred to as an "Exhibition") for the Sponsor's benefit; and

Sponsor requests SPECTRUM to provide Sponsor with an Exhibition on the 16<sup>th</sup> day of June, 2012.

1. **SPECTRUM Obligations.** SPECTRUM shall provide all freight, cartage, transportation of equipment, material and tools for said Exhibition together with all necessary trained and experienced pyrotechnic operators to set up and conduct said Exhibition; and

Spectrum shall provide Fireworks Liability Insurance coverage up to an amount of 5 Million, for any claims, damages, suits, injuries or expenses incurred as a result of SPECTRUM's breach of any of the provisions set forth herein or by any negligent act or omission of any employee, independent contractor or agent of SPECTRUM or by any of the Fireworks supplied or displayed by SPECTRUM; and

SPECTRUM shall be responsible for removing their equipment and any live or unfired material from the Exhibition site, as well as inspecting the Exhibition area the following morning for any additional live material that may have gone undiscovered in the darkness following the Exhibition. Sponsor shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from SPECTRUM, including, but not limited to, loss of income, business or profits.

2. **SPONSOR Obligations.** Sponsor shall hold harmless and indemnify SPECTRUM from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily injuries, whether arising from tort,

contract or otherwise, for any incidents arising directly or indirectly from the failure of Sponsor to comply with its obligations set forth herein. Sponsor shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from SPECTRUM, including, but not limited to, loss of income, business or profits.

The Sponsor shall provide adequate security, fire and police protection, parking, traffic and crowd control, as well as all materials to cordon off the Fireworks Safety Area and fallout zones from unauthorized persons. Furthermore, Sponsor shall be solely responsible for providing adequate Spectator Safety, including but not limited to seating and ground surfaces.

Sponsor shall be responsible for all clean up, except as stated above, including, but not limited to, debris, paper, foil, trash, wood, back filling holes, repairs to grass, sod or other surfaces, removal of all barricades or return of rental items not their property.

Sponsor shall be responsible for obtaining all State and local permits required for said Exhibition, as well as all costs related thereto. Spectrum shall aid and assist the Sponsor with obtaining such permits. This, however, in no way modifies the Sponsor's responsibility for all costs incurred.

Sponsor agrees to name SPECTRUM PYROTECHNICS, INC. as the primary vendor of Sponsor in all news/media releases, advertisements, publicity, programs and announcements.

3. **Payment.** Upon signing this Agreement, Sponsor shall pay unto SPECTRUM, a non-refundable deposit of 50 percent (%) of the total amount of this contract (listed below), as modified in writing. The balance thereof shall be paid by check or money order following the Exhibition. All checks shall be made payable to: SPECTRUM PYROTECHNICS, INC., W 9285 Highway 16 & 60, Reeseville, WI 53579.

The total (known to date) amount of this contract is \$11,000.00 (U.S. Currency).

4. **Independent Acts.** SPECTRUM shall NOT be responsible for delay, postponements or cancellations due to acts of Nature or God, labor disputes, strikes, wars, accidents or other reasons beyond their knowledge or reasonable control.

5. **Cancellation.** In the event that Sponsor cancels this contract as provided below, liquidated damages for such cancellations shall be paid by Sponsor as follows:

- A. In the event the Exhibition is cancelled more than thirty (30) days before the date scheduled for the Exhibition, twenty-five (25) percent (%) of the amount of the contract price.

- B. In the event the exhibition is cancelled not more than thirty (30) days and no less than five (5) days before the date scheduled for the Exhibition, thirty-five (35) percent (%) of the amount of the contract price.
- C. In the event the Exhibition is cancelled no more than four (4) days but before the date scheduled for the Exhibition, fifty (50) percent (%) of the amount of the contract price.
- D. In the event the Exhibition is cancelled on the day scheduled for the Exhibition, seventy-five (75) percent (%) of the amount of the contract price.

In the event the Sponsor chooses to terminate the contract, it shall do so by written notice via registered mail addressed to SPECTRUM PYROTECHNICS, INC., W9285 HWY 16 & 60, Reeseville, WI 53579. Notice shall be effective upon RECEIPT of said written notice by SPECTRUM PYROTECHNICS, INC.

- 6. **Governing Laws.** The parties agree that this contract shall be interpreted, construed, enforced and governed by the laws of the State of Wisconsin.
- 7. **Modification.** Except as provided herein, the terms of this agreement shall not be modified, amended or rescinded except by written agreement signed by authorized representatives of its parties hereto. This contract is the final and complete agreement between the parties hereto. Sponsor agrees that Spectrum has made no representations verbally, by conduct or otherwise that are, different or in addition to the terms contained herein and Sponsor covenants not to sue Spectrum in contract or tort based upon any representations, whether made verbally, by conduct or otherwise, that are different or in addition to the terms contained herein.
- 8. **Binding Arbitration.** The parties agree to submit all controversies, claims and matters of difference to make arbitration in Wisconsin, according to the rules and practices of the American Arbitration Association. This submission and agreement to arbitrate shall be specifically enforceable. The parties agree to abide by all awards rendered in such proceedings. All awards may be filed with the clerk of the district court in Madison, Wisconsin, as a basis of judgment and of issuance of execution for its collection and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered.
- 9. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Without limiting the generality of the foregoing sentence, to the extent any provision of this Agreement is prohibited or ineffective under the Act or common law, this Agreement shall be considered amended to

the smallest degree possible in order to make the Agreement effective under the Act or common law.

10. **Authorization.** All contracts shall be approved by the then acting President of SPECTRUM PYROTECHNICS, INC. in order to be binding upon SPECTRUM.

IN WITNESS HERETO, We the undersigned being duly authorized to enter into this agreement on behalf of the respective Parties hereto, acknowledge reading and understanding the terms and conditions of this agreement as listed herein, and by our signatures below, agree to accept and comply with them.

\_\_\_\_\_  
Sponsor Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

*Annika Bland* *April 12, 2017*  
Spectrum Pyrotechnics, Inc. Date

Spectrum Pyrotechnics, Inc.  
 W9285 Hwy 16  
 Reeseville, WI 53579  
 3-WI-027-20-7L-00099



# Invoice

<b>Bill To</b>
Sheboygan County Safe Harbor, Inc. Laura Roenitz, Executive Director 929 Niagara Avenue Sheboygan, WI 53081-3923

<b>Terms</b>	<b>Rep</b>	<b>Ship Date</b>	<b>Ship Via</b>
50% Due on Signing		6/16/2012	Delivery

Description	Qty	Rate	Amount
Fireworks Display	1	11,000.00	11,000.00

Thank you for giving us the opportunity to be your pyrotechnic provider.	<b>Total</b>	\$11,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$11,000.00

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
866-591-4754	920-927-5382	spectrum@powerweb.net	www.spectrumpyrotechnics.com



Gen. Ord. No. 88 - 11 - 12. By Alderpersons VanderWeele, Hammen, and Kath. April 16, 2012.

AN ORDINANCE amending Chapter 78 of the City of Sheboygan Municipal Code so as to create Article III relating to Mobile Food Vendors.

Section 1. Article III, Chapter of the Sheboygan Municipal Code, entitled "Mobile Food Vendors" is hereby created to read as follows:

"Article III

Sec. 78-100 Definitions

MOBILE FOOD VEHICLE: A commercially manufactured, self-contained, motorized, mobile food unit in which ready-to-eat food is cooked, wrapped, packaged, processed, or portioned for service, sale or distribution.

MOBILE FOOD VEHICLE VENDOR: The owner of a mobile food vehicle; hereinafter referred to as "vendor."

Sec. 78-101 Restrictions

- a) It shall be unlawful for any person to do any of the following within a public right of way or on public property in the City of Sheboygan without first having obtained a valid mobile food vending license as prescribed in this Article:
  - 1. Operate a mobile food vehicle;
  - 2. Serve, sell, or distribute food from a mobile food vehicle;
  - 3. Cook, wrap, package, process, or portion food in a mobile food vehicle for service, sale, or distribution.
  
- b) No person shall park, stop, or operate a mobile food vehicle, nor shall any mobile food vehicle vendor permit any person to park, stop or operate a mobile food vehicle in a location adjacent to or within a one hundred (100') foot radius of the nearest edge of any building or section of a building comprising a licensed food establishment, excluding any patio, awning, or temporary enclosure attached thereto, the kitchen of which is open for serving food to patrons. This requirement may be waived if the most recent application for a mobile food vending license was submitted together with the written consent of the proprietor of the adjacent licensed food establishment.
  
- c) Each and every mobile food vehicle vendor shall at all times keep a "measuring wheel" with a measuring capacity of no less

than 500 feet on the mobile food vehicle. The measuring wheel shall be available for use by any person operating or working on the mobile food vehicle and by any police officer or other municipal official tasked with enforcing the provisions of this Article.

- d) All mobile food vehicle vendors shall abide by all parking and traffic laws, ordinances, statutes, rules, and regulations at all times, except that a mobile food vehicle that is of such a length that it occupies all or a portion of two marked parking spaces may park in said spaces so long as it abides by all other parking restrictions, including depositing required coins in both parking meters, when applicable.
- e) A person with a valid driver's license of such a classification to allow the operation of the mobile food vehicle shall be with the vehicle at all times that any activity is taking place in the mobile food vehicle. The mobile food vehicle vendor is liable for any violation of this subsection.
- f) No person shall park, stop, or operate a mobile food vehicle, nor shall any mobile food vehicle vendor permit any person to park, stop or operate a mobile food vehicle in a location within five hundred (500') of the boundary line of any property upon which a fair, farmer's market, festival, carnival, circus, special event, or civic event licensed or sanctioned by the city is occurring, except when the vendor has obtained a permit or otherwise properly obtained permission to do so.
- g) All signage must be permanently affixed to the Mobile Food Vehicle. No accessory signage shall be placed outside or around the mobile food vehicle.
- h) No person shall serve, sell, or distribute food from a mobile food vehicle; or cook, wrap, package, process, or portion food in a mobile food vehicle for service, sale, or distribution between the hours of 2:30 a.m. and 6:00 a.m. on Saturday or Sunday, nor between the hours of 2:00 a.m. and 6:00 a.m. on any other date.
- i) Nothing in this article shall be deemed to supersede or repeal any ordinance relating to noise, park closing hours, or parking, except as specifically provided in the article. Mobile food vehicle vendors shall take every precaution to ensure that their operation does not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing

and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is in the disturbance of public peace and welfare.

Sec. 78-101 License Required; Application; Regulation

- a) Any person desiring to operate a mobile food vehicle shall make written application for a mobile food vending license to the City Clerk's office. The application for such license shall be on forms provided by the City Clerk's Office and shall include the following:
- 1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
  - 2) A description, including make, model, VIN number, and license plate, of the mobile food vehicle.
  - 3) A valid copy of all necessary licenses, permits or certificates required by the County of Sheboygan, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to valid proof of registration for the vehicle and driver's licenses for all operators and employees.
  - 4) A signed statement that the motor food vehicle vendor shall hold harmless the City and its officers and employees, and shall indemnify and hold harmless the City and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The motor food vehicle vendor shall furnish and maintain such liability insurance as will protect vendor and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City Clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City Clerk.

- 5) Any additional information deemed necessary by the City Clerk to determine if issuance of a mobile food vending license to a particular applicant would be in the best interest of the public.
- b) Upon receipt of an application for a mobile food vending license, the clerk may conduct a background check and may refer it as soon as practicable to the chief of police who may make and complete an investigation of the statements made in such registration. Any such investigation shall be completed within 72 hours of the referral. The clerk shall refuse to register the applicant if it is determined that:
    - 1) The application contains any material omission or materially inaccurate statement;
    - 2) The applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or
    - 3) The applicant failed to comply with any requirement of subsection (a).
  - c) Each mobile food vending license shall expire on April 1<sup>st</sup> of each year.
  - d) A mobile food vending license is not transferrable from person to person.
  - e) A mobile food vending license is valid for one vehicle only.
  - f) The mobile food vending license shall be permanently and prominently affixed to the mobile food vehicle.
  - j) All mobile food vehicle vendors licensed under this section shall pay an annual license fee of Five Hundred Dollars (\$500.00).

Section 78-102                      Suspension and revocation

- a) A mobile food vending license may be suspended or revoked by the common council after notice and hearing, if the license holder made any material omission or materially inaccurate statements

in the license application, or if the license holder violates any provision of this article, if there are noise complaints related the mobile food vehicle or the operation thereof, or if the license holder is convicted of any crime or ordinance or statutory violation directly related to the licensed activity. Written notice of the hearing shall be served personally (or if personal service cannot be made, via certified mail) upon the registrant at least 72 hours prior to the time set for the hearing. Such notice shall contain the time and place of hearing and a statement of the acts upon which the hearing will be based.

- (b) Any person denied a mobile vending license may appeal the denial to the common council by filing a written statement therewith within 14 days after the date registration was denied, setting forth the grounds for appeal. The common council shall notify the applicant, at least 48 hours prior to the hearing date, of the time and place set for the hearing, such notice to be sent to the address given by the appellant in his statement of appeal or served personally on the appellant.

#### Section 78-103            Penalties

Any violation of the provisions of this ordinance shall subject the violator to a forfeiture of not less than \$100 nor more than \$1,000, together with the cost of the action. In default of payment thereof, the violator may be imprisoned in an appropriate county facility as allowed by law.

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.

*Let of  
new C.C.*

*Julie Kath*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

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



7.4

Subs. of Gen. Ord. No. 89 - 11 - 12. By Alderperson Roeseler.  
May 7, 2012.

AN ORDINANCE amending Section 1 of Gen. Ord. No. 62-10-11 so as to change the annual rate of the Mayor's salary effective for the period of the first payday of May 2012 through the end of the term in April 2013 to read "50,000."

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

Section 1. Gen. Ord. No. 62-10-11 is hereby amended in Section 1 thereof so as to change the annual rate of the Mayor's salary effective the first payday of May 2012 through the end of the term in April 2013 to read "50,000."

Section 2. Except as amended herein, Gen. Ord. No. 62-10-11 shall remain in full force and effect.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

\_\_\_\_\_

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

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

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

Other Matters

9.1

II

R. O. No. 427- 11 - 12. By CITY CLERK. April 16, 2012.

Submitting a petition from neighbors in the northeast area of the City of Sheboygan concerning reducing the deer population in their area.

PP+S  
new c.c.

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

10



11

chickadee

APR 12 12:11:11

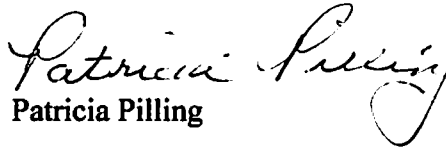
April 12, 2012

Susan Richards, City Clerk  
828 Center Ave,  
Sheboygan, WI 53081

Dear Ms. Richards:

Attached are six pages of a petition which we circulated concerning reducing the deer population in the northeast area of the City of Sheboygan. Please submit them to the Council.

  
Glenn Pilling

  
Patricia Pilling

330 Geele Ave.  
458-6885  
gpilling@milwpc.com

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

APR 12 '12 AM 10:14

**PETITION**

To the Mayor and Common Council of the City of Sheboygan:

We, the undersigned, being residents and/or property owners in the northeast area of the City of Sheboygan, hereby request action be taken to reduce the number of deer roaming our area of the City.

Whereas the large number of deer cause damage to flowers, trees and shrubs, leave "surprise" piles of feces in both parks and private yards, and occasionally jump through windows and cause vehicle collisions, it is in the public interest to limit their population in the City just as it is in rural areas.

Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Patricia Pilling	330 Geele Ave	3-27-2012
Ann Herzog	8315 N 3rd St	3-27-12
Laura Herzog	2315 N 3rd St	3-28-2012
MC McKeone	312 Geele Ave	3/28/2012
Edward Rauke	2206 N 3rd St.	3/28/2012
Don Fackler	2204 N 3rd St	3/28/2012
Kate Cheach	216 Euclid	3/28/2012
Dave Smith	227 Euclid Ave.	3/28/2012
Mmm Smith	227 Euclid Ave	3-28-12
Allison McKeone	312 Geele Ave	3-28-12
Robert Jappner	310 Vallvath Blvd	3-28-12
Zacif Juchel	317 Euclid Ave.	3-29-12
Cindy Nishoy	317 Euclid Ave	3-29-12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

**PETITION**

To the Mayor and Common Council of the City of Sheboygan:

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Shawn Allmieg	330 Keele Ave	3-29-12
Heather Faulk	1711 N 1 <sup>ST</sup> ST	3-29-12
W. H. Munro	1317 BARRETT ST	3-29-12
F. von der Puetten	29 NORTH POINT DR.	3-29-12
B. von der Puetten	29 N. PT. DR	3-29-12
Andrew Gump	324 Keele Ave.	3-29-12
John Belanger	2622 NO. 3 <sup>RD</sup> ST	3-29-12
Robert Esler	514 Highland Ter	3-29-12
Susan Ames	635 Mayflower Ave	3-29-12
Denis J. Johnson	708 Mayflower Ave.	3-29-12
Cheryl Schmit	707 Mayflower	3-29-12
Jeff Smea	635 MAYFLOWER Ave.	3-29-12
Alan Mueller	224 Euclid Ave	4/1/12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

# PETITION

To the Mayor and Common Council of the City of Sheboygan:

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Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
	224 Euclid Ave Shub	4/1/12
	61 LINCOLN AVE	4-1-12
Donna C Suscha	15 N. Pt. Dr.	4/1/12
Richard W. Suscha	15 N. Point Dr.	4/1/12
Robert Flicj Lencki	28 North Point Dr.	4-1-12
Andy Bin	36 North Point Dr	4-1-12
Shirley	57 Lighthouse Ct.	4-1-12
Gill Weir	316 Geckle	4-2-12
Suzanne Stummie	336 Euclid av.	4-2-12
Daley Slinner	336 Euclid Ave Shub, WI	4/2/12
JT Han	336 Geckle Ave Shub	4-2-12
Rita Pittenger	731 Pershing Ave Shub	4/2/12
	222 Valentin Blvd.	4/2/12

# PETITION

To the Mayor and Common Council of the City of Sheboygan:

We, the undersigned, being residents and/or property owners in the northeast area of the City of Sheboygan, hereby request action be taken to reduce the number of deer roaming our area of the City.

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
<i>Ann Marie Johnson</i>	222 Volkrath Blvd Sheboygan WI 53081	4/2/12
<i>Ann Marie Johnson</i>	2335 N. 3rd Sheboygan WI 53083	4/4/2012
<i>Lynn D. Longo</i>	2216 N. 3rd St. Sheboygan, WI 53083	4-6-12
<i>Angie Longo</i>	2216 N. 3rd Sheboygan, WI 53083	4/6/12
<i>Marion Wheaton</i>	2713 N. 5th ST Sheboygan WI 53083	4/9/12
<i>Tom Vandenberg</i>	2724 Highland Ter	4/9/12
<i>Ben Koertgen</i>	2209 N 3rd	4/9/12
<i>Eileen S. Mockert</i>	510 Evergreen Pkwy. Shebo 53083	4/10/12
<i>TOM MOCKERT</i>	510 EVERGREEN PKWY SHEBOYGAN 53083	4-10-12
<i>Judy Mayer</i> 920.457.5	609 Mayflower Ave 53083	4-10-12
<i>Ann Jensenberg</i>	623 Mayflower Ave 53083	4/10/12
<i>Lusan M. Melchior</i>	2701 N. 6th St. 53083	4/10/12
<i>Brenda Stange</i>	316 Volkrath Blvd	4/10/12

# PETITION

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Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Lara A Lynds	1715 N 1 <sup>ST</sup> Street	4/6/2012
Gaëlle de Swarte	74 Lake St	4/6/2012
Heidi Reader	84 Lincoln Ave	4/6/2012
GILLOPI DE SWARTE	74 LAKE ST	4/8/2012
Jenny J. Tapp	1724 N. 1 <sup>ST</sup> St.	4/6/2012
Janet R. Basser	2729 N. 28 <sup>th</sup> St	April 12

# PETITION

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Mary Nell Sheridan	317 Steele Ave	4-7-12.
Patrick M. Sheridan	317 Steele Ave	4-7-12
Kurt Katt	622 Grand Av	4/11/12
Kurt Katt	622 Grand Av	4/11/12
Patricia J. Dmolfo	2329 N. 3rd St	4/11/12
Kathy Blum	2305 N. 3rd St.	4/11/12



May 7, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Jean Kittelson to be considered for appointment to the Board of Police and Fire Commissioners to fill the unexpired term of William Gottsacker whose term expires 4/25/16.

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MAYOR TERRY VAN AKKEREN