

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

## SHEBOYGAN FIRE DEPARTMENT

### 4<sup>th</sup> QUARTER INCIDENT REVIEW

#### **October:**

On 10/14/2011 at approximately 9:12 PM, the Sheboygan Fire Department Dispatch Center received a report of a car fire located in the 1300 block of Maryland Ave. Initial notification was via a 911 telephone call. A multi-unit alarm was subsequently dispatched. Shift Commander Molitor responded along with Engine 1, Rescue 3, and Med 3 to this alarm. Engine 1 was the first fire suppression unit to arrive on scene. Engine 1 reported a fully involved car fire unoccupied and parked along the roadway. Fire crews used a 1 3/4" hand line to quickly extinguish the fire. Crews remained on scene until a towing company arrived to remove the vehicle. The vehicle involved was a 1999 Subaru Legacy Outback LTD and was a total loss. Estimated value of the vehicle is \$6,000. Another vehicle, a 1990 Mercury Cougar LS, parked behind the fire vehicle sustained heat damage with a damage estimate of \$1,000. Fire cause is undetermined at this time.

On 10/20/2011 the Sheboygan Fire Department assisted the SPD in assessing the air quality in a home where a large numbers of cats and dogs along with animal waste were present. We utilized our meters to check the oxygen content as well as for the presence of CO, H2 SO4, natural gas and other flammable gases. Despite the strong odor in the home, the only elevated readings found were some slightly elevated levels of flammable gases presumably from the large amounts of pet feces found in the home.

On 10/23/2011 at 2:24 PM, the Sheboygan Fire Department was dispatched to a report of fire alarms activated and smoke visible from a third floor window at Waterview Senior Apartments, 910 N. 10<sup>th</sup> Street. Units arrived on scene to find heavy smoke conditions in Apartment 304 along with a fire in the kitchen. The resident of the apartment was found near the kitchen and was removed by a team of firefighter/paramedics and transported by Sheboygan Fire Department ambulance to Sheboygan Aurora Memorial Medical Center. Firefighters quickly extinguished the fire, ventilated the area of the accumulated smoke, and removed water due to sprinkler system activation to lessen damage to neighboring apartments. The actual damage from the fire is estimated at \$30,000. The occupant later passed away from injuries sustained in this fire.

On 10/31/2011 at 8:21 PM, the Sheboygan Fire Department was sent to 2332 Carmen Avenue for the report of a natural gas leak in the basement of the living unit. Three fire units and six firefighters responded to the call along with the Shift Commander. After a short investigation, it was determined that the problem was actually a carbon monoxide problem as indicated by the CO alarm sounding in the residence. Elevated levels of CO were measured by fire crews and as a result, the entire unit needed to be ventilated. It was determined that the furnace connection to the chimney flue was leaking the dangerous gas when the kitchen exhaust fan was being used. Onsite maintenance personnel were present and advised of the matter. CO levels were again taken to the zero level and fire units cleared the incident.

**November:**

A child playing with matches caused approximately \$1,000 worth of damage to the outside of a house on 11/5/2011. The owner of the property just happened to be driving past, when she saw flames coming from the basement window well on the west side. She called 911 and reported the fire, as children were observed fleeing the area. A neighbor also saw the flames and was able to extinguish the fire with a few buckets of water as fire department personnel arrived on scene. The child playing with matches dropped them into the window well, which was filled with leaves, which caused the fire to spread to the vinyl siding and the plastic vent pipes for the furnace. Firefighters had to remove some of the siding to insure the fire didn't spread up the walls or into the basement.

On 11/7/2011 at approximately 4:14 PM, the Sheboygan Fire Department Dispatch Center received a business line call for a person floating in Lake Michigan. A level two general alarm was subsequently dispatched with Engine 1, Rescue 3, Med 4, Med 2 and Commander 511 responding. All units responded code three. Engine 1 under the direction of Lt. Anhalt, was the first fire suppression unit to arrive on scene. Engine 1 personnel reported there was a person floating in the water approximately 200 feet from shore. Firefighter Ingelse entered the water wearing a dry suit, followed by FEO Wessel, also in a dry suit, tethered to shore. The individual was quickly pulled to shore, with medical care being provided by Med 2 personnel. Patient was transported code three to Sheboygan Aurora Memorial Medical Center.

On 11/9/2011 at approximately 7:58 PM, the Sheboygan Fire Department responded to 616 N. 14<sup>th</sup> Street for a vehicle that had struck the natural gas meter on the home. Firefighters arrived and discovered gas leaking from a damaged pipe and were able to control the flow of gas at the meter shut off. Subsequent checks of the home revealed no significant leakage of gas into the home. The gas company was summoned for purposes of repair and shortly thereafter the fire department cleared the incident.

On 11/12/2011, the Sheboygan Fire Department responded to the 3600 block of S. 18<sup>th</sup> Street for a report of two victims entrapped inside an automobile due to an accident. Upon arrival, we found a vehicle that had been driving at a high rate of speed that had struck a parked car and a tree. Rescue 3 personnel extricated the victims and SFD ambulances transported the injured to area hospitals. Ladder 5 remained on scene to provide lighting for the police investigation.

On 11/14/2011, the Sheboygan Fire Department responded to the intersection of Indiana Avenue and S. Taylor Drive for an automobile accident involving a vehicle that hit the traffic signal light and exposed live power lines to one of the damaged vehicles. This situation hindered firefighters' ability to access and remove the injured occupant of one of the vehicles. Extrication units removed two severely damaged doors to allow access to remove the driver. The scene perimeter was secured by firefighters until the electrical power could be cut to the live wires by the City electrician. Two injured parties were transported by SFD ambulances.

On 11/14/2011 the Sheboygan Fire Department responded to 1510 N. 17<sup>th</sup> Street for a vehicle that struck and severely damaged a natural gas meter on the home. Firefighters responded for the subsequent gas leak and secured traffic while other firefighters secured the gas valve and thus stopped the leaking gas. The home was assessed for possible infiltration of the leaking gas but only minor traces were found inside the residence.

On 11/18/2011 the Sheboygan Fire Department was dispatched to a report of the odor of natural gas in the area of 905 Lincoln Avenue. Units arrived in the area and detected a strong odor of natural gas coming from the furnace exhaust outlet at the side of the home. While crews were moving to shut down the natural gas to the home they heard the sound of what turned out to be the ignition and small explosion of a pocket of accumulated gas inside the furnace area with the production of a resultant cloud of smoke. The explosion blew the cover of the furnace off its brackets. Crews quickly reacted and were able to enter the home and ventilate the remaining natural gas. No other damage was caused to the home as a result of the explosion and any further danger was eliminated as a result of the quick actions of firefighters.

The Sheboygan Fire Department was dispatched to a report of a garage on fire in the rear of 2510 N. 10<sup>th</sup> Street on 11/23/2011. City records indicate the home belongs to Mr. Chris R. Schallock. Fire units arrived on scene to discover a garage that was fully involved in fire. Along with various tool items, the garage contained a Ford pickup truck and a Harley Davidson motorcycle, which were both completely destroyed in the blaze. Complicating the extinguishment process was a live power line from a power pole which had burned in half and was lying in the proximity of firefighting operations, along with a large propane cylinder that was damaged by the fire and leaking propane inside the garage itself. Firefighters were able to eventually extinguish the stubborn fire after approximately thirty minutes. Alliant Energy was summoned to the incident to make the broken power line safe and firefighters dispersed the leaking propane gas with fog streams until the cylinder safely emptied itself. After the fire was knocked down, firefighters remained on scene uncovering smoldering debris and making sure these areas were completely extinguished. The last unit cleared the incident at 4:30 PM. The cause of the fire is being listed as accidental and the damage estimate to the structure and contents is \$60,000.

On 11/27/2011 the Sheboygan Fire Department was dispatched to a report of a structure fire located at 2621 N. 31<sup>st</sup> Street at 01:25 AM. The home is owned by Sean O'Brien. It is rented and occupied by John Niesing and Tina Stoiber. Ms. Stoiber was home asleep at the time of the fire and was alerted by the activation of smoke detectors. Crews from Stations 1, 2, 3, and 4 extinguished the fire and ventilated the residence. Station 5 and Med 2 were used to provide coverage for the City during this time. The fire was investigated by Firefighter/Paramedic Noster. The last unit to clear was Rescue 3 at 0407 AM. The preliminary estimate of the damage to the residence and contents is \$125,000. The area of origin was the kitchen and the cause was accidental. A neighbor did fall and suffered a broken bone while coming to observe this fire.

#### **December:**

On 12/14/2011 Chief Hermann was notified of two small children locked inside an automobile at Montessori Children's House, 1907 N. 20<sup>th</sup> Street. Rescue 3 and Med 3 responded and found two small children in car seats in the rear of a Dodge Stratus. The mother had accidentally locked the car doors when getting out of the car. Med 3 personnel used rubber wedges to pry the door ajar while Rescue 3 personnel used an old coat hanger to unlock the passenger door.

# Sheboygan Fire Department

Sheboygan, WI

This report was generated on 2/15/2012 9:50:42 AM



## Detailed Breakdown by Incident Type for Date Range

StartDate: 10/01/2011 | EndDate: 12/31/2011

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.10%
111 - Building fire	7	0.70%
113 - Cooking fire, confined to container	9	0.91%
114 - Chimney or flue fire, confined to chimney or flue	1	0.10%
118 - Trash or rubbish fire, contained	1	0.10%
131 - Passenger vehicle fire	3	0.30%
141 - Forest, woods or wildland fire	1	0.10%
142 - Brush or brush-and-grass mixture fire	1	0.10%
151 - Outside rubbish, trash or waste fire	3	0.30%
164 - Outside mailbox fire	1	0.10%
251 - Excessive heat, scorch burns with no ignition	1	0.10%
300 - Rescue, EMS incident, other	1	0.10%
311 - Medical assist, assist EMS crew	22	2.21%
321 - EMS call, excluding vehicle accident with injury	702	70.62%
322 - Motor vehicle accident with injuries	26	2.62%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.30%
324 - Motor vehicle accident with no injuries.	5	0.50%
331 - Lock-in (if lock out , use 511 )	1	0.10%
351 - Extrication of victim(s) from building/structure	1	0.10%
352 - Extrication of victim(s) from vehicle	2	0.20%
353 - Removal of victim(s) from stalled elevator	6	0.60%
361 - Swimming/recreational water areas rescue	1	0.10%
381 - Rescue or EMS standby	1	0.10%
411 - Gasoline or other flammable liquid spill	5	0.50%
412 - Gas leak (natural gas or LPG)	15	1.51%
413 - Oil or other combustible liquid spill	3	0.30%
422 - Chemical spill or leak	4	0.40%
424 - Carbon monoxide incident	13	1.31%
440 - Electrical wiring/equipment problem, other	2	0.20%
442 - Overheated motor	2	0.20%
443 - Breakdown of light ballast	2	0.20%
444 - Power line down	1	0.10%
445 - Arcing, shorted electrical equipment	5	0.50%
451 - Biological hazard, confirmed or suspected	1	0.10%
463 - Vehicle accident, general cleanup	1	0.10%
510 - Person in distress, other	1	0.10%
511 - Lock-out	7	0.70%
522 - Water or steam leak	3	0.30%
531 - Smoke or odor removal	2	0.20%

Only REVIEWED incidents included

INCIDENT TYPE	# INCIDENTS	% of TOTAL
551 - Assist police or other governmental agency	6	0.60%
553 - Public service	2	0.20%
554 - Assist invalid	40	4.02%
561 - Unauthorized burning	18	1.81%
611 - Dispatched & cancelled en route	4	0.40%
622 - No incident found on arrival at dispatch address	2	0.20%
631 - Authorized controlled burning	1	0.10%
651 - Smoke scare, odor of smoke	4	0.40%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.20%
661 - EMS call, party transported by non-fire agency	1	0.10%
671 - HazMat release investigation w/no HazMat	3	0.30%
721 - Bomb scare - no bomb	1	0.10%
731 - Sprinkler activation due to malfunction	1	0.10%
733 - Smoke detector activation due to malfunction	5	0.50%
734 - Heat detector activation due to malfunction	2	0.20%
735 - Alarm system sounded due to malfunction	12	1.21%
736 - CO detector activation due to malfunction	5	0.50%
743 - Smoke detector activation, no fire - unintentional	4	0.40%
744 - Detector activation, no fire - unintentional	2	0.20%
745 - Alarm system activation, no fire - unintentional	11	1.11%
746 - Carbon monoxide detector activation, no CO	1	0.10%
<b>TOTAL INCIDENTS:</b>	<b>994</b>	

Only REVIEWED incidents included

# Sheboygan Fire Department

Sheboygan, WI

This report was generated on 2/15/2012 11:08:35 AM



## Property Values versus Losses per Incident for Date Range

StartDate: 10/01/2011 | EndDate: 12/31/2011

INCIDENT #	PRE-INCIDENT VALUE	LOSSES
2011-01884	\$7,000.00	\$7,000.00
2011-01945	\$2,500.00	\$2,500.00
2011-01995	\$1,870,600.00	\$31,000.00
2011-02071	\$4,163,200.00	\$1,000.00
2011-02131	\$60,200.00	\$1,000.00
2011-02326	\$85,000.00	\$60,000.00
2011-02361	\$208,100.00	\$125,000.00
2011-02458	\$2,000.00	\$2,000.00
<b>Totals:</b>	<b>\$6,398,600.00</b>	<b>\$229,500.00</b>

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

17-30

R. O. No. 342 - 09 - 10. By CITY CLERK. December 7, 2009.

Submitting a communication from McLario, Helm & Bertling, S.C. regarding their client, Frank S. Lubotsky, who was allegedly wrongfully imprisoned pursuant to a Writ of Commitment signed by the Municipal Court Judge.

*Ride*

*4/19/10 - refer to Ride  
new C.C.*

*2/20/12 - file*

*Susan Richards*  
City Clerk



# McLARIO HELM & BERTLING, s.c.

LAW OFFICES

JOHN J. MCLARIO\*\*  
JOSEPH H. HELM, JR.\*  
MICHAEL L. BERTLING

DAVID E. WELLS  
ALAN L. SPIEGEL, JR.  
MARK J. DAHLBERG  
\*\*Also Member FL Bar \*Also Member IL Bar

November 12, 2009

City of Sheboygan  
Attn: City Attorney  
828 Center Avenue, Suite 304  
Sheboygan, WI 53081

Re: City of Sheboygan vs. Frank S. Lubotsky  
Citation No. D4560

Dear Sir:

I have been retained by Frank S. Lubotsky who was wrongfully imprisoned by the City of Sheboygan pursuant to a Writ of Commitment signed by the Municipal Court Judge, Catherine Q. Delahunt on February 17, 2009. As you will see when you review the records in this matter, judgment was entered in the municipal court for the City of Sheboygan and the Village of Kohler against Sheboygan South LLC, a limited liability company of which Mr. Lubotsky is a member. You will note that no judgment was entered against Mr. Lubotsky, and the interpretation of the Writ as authorizing the arrest of Mr. Lubotsky is therefore inappropriate and violative of his constitutional rights.

While the course of events that led to this letter are certainly inexcusable, my client wishes to resolve his claims against the City of Sheboygan as expeditiously as possible. I would therefore ask that you review the information you have about this matter and contact me to discuss a reasonable settlement offer at your earliest convenience.

Thank you for your attention to this matter.

Sincerely,

Alan L. Spiegel, Jr.

ALS:jlb

c: Frank Lubotsky

~~City Clerk's Office~~  
Finance Dept.

received  
11-13-09

TERRY HANSON, ATTY'S OFFICE, CHIEF EIRICH,  
JUDGE DELAHUNT, LAURIE SUHRKE, SANDY DIENER

II

Other Matters

16-46

R. O. No. 284 - 11 - 12. By CITY CLERK. November 21, 2011.

Submitting a claim from Sharon K. Leider for alleged damages to her vehicle when a City truck was vacuuming leaves and backed into her parked vehicle.

*File*

*Pay claim in  
amt of \$693.<sup>21</sup>*

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

DATE RECEIVED 11-17-11

RECEIVED BY Rlong

CLAIM NO. 25-11

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 17 11:13

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: Sharon K. Leider

2. Home address of Claimant: 1319 Woodview Ave., Sheboygan, WI 53081

3. Home phone number: (920) 457-7171

4. Business address and phone number of Claimant N/A

5. When did damage or injury occur? (date, time of day) Friday, Nov. 4, 2011, 10:45 a.m.

6. Where did damage or injury occur? (give full description) In front of residence, 1716 N. 1<sup>st</sup> St., Sheboygan, WI 53081

7. How did damage or injury occur? (give full description) I was parked in front of the above residence, (west side of street) waiting to pick up friends. The city truck was vacuuming leaves on the east side of street ahead of me. The driver then crossed to the west side and proceeded to back up slowly, to vacuum leaves on that side. He continued to slowly back into my car. I leaned on my horn, but he didn't hear until too late. When he got out of his truck, the driver stated he didn't see me there.

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: Brian Schmitt

(b) Claimant's statement of the basis of such liability: Mr. Schmitt exited his vehicle and stated that he didn't see me there.

CC: ATTY'S OFFICE, JIM AMODEO, BILL BITTNER, DAVE BIEBEL, LAURIE SUHRKE

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: \_\_\_\_\_ N/A

(b) Claimant's statement of basis for such liability: \_\_\_\_\_ N/A

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

NO INJURIES; auto damage includes cracked/scratched front bumper, chipped paint, & cracked grill.

11. Name and address of any other person injured: \_\_\_\_\_ No injuries

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

Auto: \$ 720.37 & 693.21 (2 City-required Estimates)

Property: \$ 0

Personal injury: \$ 0

Other: (Specify below) \$ 0

total \$ 693.21

Damaged vehicle (if applicable)

Make: Chevrolet Model: Malibu Year: 2010

Mileage: approx. 14,500

Names and addresses of witnesses, doctors and hospitals: Laurie Buchen Wright, 1209 E. Burleigh St., Milwaukee, WI 53212, & Kris Wiegerling, 1716 N. 1st St. Sheboygan, WI 53081

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.

Accident scene diagram is included on the attached Sheboygan Police report and is made a part hereof by reference.

SIGNATURE OF CLAIMANT Sharon K. Leider DATE 11-17-11  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

NOV 17 '11 PM 1:16

DATE RECEIVED 11-17-11 RECEIVED BY Rlong  
CLAIM NO. 23-11

CLAIM

Claimant's Name: Sharon K. Leider Auto \$ 693.21  
~~720-37~~  
Claimant's Address: 1319 Woodview Ave., Sheboygan, WI 53081  
Property \$ \_\_\_\_\_  
Personal Injury \$ 0  
Claimant's Phone No. 920-457-7171 Other (Specify below)  
\$ \_\_\_\_\_

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~720-37~~ 693.21.

SIGNED

*Sharon K Linder*

DATE:

*11-17-11*

ADDRESS:

*1319 Woodview Ave. Shelbyville, TN 37081*

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

SHEBOYGAN COLLISION CENTER  
CHEVROLET - BUICK - GMC - CADILLAC INC  
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081  
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855  
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

\*\*\* PRELIMINARY ESTIMATE \*\*\*

11/07/2011 10:26 AM

**Owner**

**Owner:** MARK J LEIDER  
**Address:** 1319 WOODVIEW AVENUE  
**City State Zip:** Sheboygan, WI 53081

**Home/Day:** (920)457-7171  
**Cell:** (920)918-3309  
**FAX:**

**Inspection**

**Inspection Date:** 11/07/2011 10:24 AM  
**Primary Impact:** Front

**Inspection Type:**  
**Secondary Impact:**

**Appraiser Name:** Cliff Netzer  
**Address:** 3400 South Business Drive  
**City State Zip:** Sheboygan, WI 53081

**Appraiser License # :**  
**Work/Day:** (920)459-6855x348  
**Work/Day:** (888)459-6855x348  
**FAX:** (920)459-6286

**Repairer**

**Repairer:** Sheboygan Chev/Buick/GMC/Cad  
**Address:** 3400 SOUTH BUSINESS DRIVE  
**City State Zip:** SHEBOYGAN, WI 53081  
**Email:** collisioncenter@sheboyganauto.com

**Contact:**  
**Work/Day:** (920)459-6855  
**Work/Day:** (888)459-6855  
**FAX:** (920)459-6286

**Vehicle**

2010 Chevrolet Malibu 1LT 4 DR Sedan  
4Cyl Gas Flex Fuel 2.4  
6-Speed Automatic

**Lic.Plates:** 446-PYC  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** GREY  
**Ext. Refinish:** Two-Stage

**Lic State:** WI  
**VIN:** 1G1ZC5EB6A4151160  
**Mileage:** 14,534  
**Mileage Type:** Actual  
**Code:** U2663C  
**Int. Color:**  
**Int. Refinish:** Two-Stage

**Options**

AM/FM CD Player  
Anti-lock Brakes  
Center Console  
Dual Airbags  
Halogen Headlights  
Keyless Entry System  
OnStar System  
Power Mirrors

Air Conditioning  
Auto Headlamp Control  
Cruise Control  
Emergency S.O.S. System  
Head Airbags  
Lighted Entry System  
Power Brakes  
Power Steering

Alarm System  
Bucket Seats  
Daytime Running Lights  
Floor Mats  
Intermittent Wipers  
MP3 Player  
Power Door Locks  
Power Windows

Pwr Driver Lumbar Supp	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Spoke Wheels
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Trip Computer
Velour/Cloth Seats		

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	RI	6		Front Bumper Cover R&I	R & I Assembly				1.8	SM
2	I	6		Cover,Front Bumper	Repair				2.0*	SM
3	L	6	13	Cover,Front Bumper	Refinish				4.4	RF
					3.2 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
4	E	15		Grille,Frt Bmpr Cvr	15823704 GM Part	\$36.07			0.2	SM
5	RI	174		Grille,Frt Bmpr Cvr LT	R & I Assembly				0.1	SM
6	RI	175		Grille,Frt Bmpr Cvr RT	R & I Assembly				0.1	SM
7	RI	76		Panel,Frt Bmpr License	R & I Assembly				0.2	SM
8	RI	16		Frame,Grille	R & I Assembly				0.3	SM
9	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*				SM
10	EC			FLEX ADDITIVE	Replace Economy	\$6.00*				RF
10	Items									

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$36.07	
Other Parts	\$6.00	
Paint Materials	\$149.60	
Parts & Material Total		\$191.67
Tax on Parts & Material	@ 5.000%	\$9.58

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	2.7	2.0	4.7	\$253.80
Mech/Elec (ME)	\$87.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$54.00	4.4		4.4	\$237.60
Paint Materials	\$34.00				

Labor Total	9.1 Hours	\$491.40
Tax on Labor	@ 5.000%	\$24.57
Sublet Repairs		\$3.00
Tax on Sublet	@ 5.000%	\$0.15
Gross Total		\$720.37
Net Total		\$720.37

Alternate Parts C/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 SPPL Yes Zip Code: 53081 Default

Audatex Estimating 6.0.626 ES 11/07/2011 10:32 AM REL 6.0.626 DT 10/01/2011 DB 11/01/2011  
Copyright (C) 2011 Audatex North America, Inc.

1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

**Op Codes**

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebld	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Audatex Estimating is a trademark of Audatex North America, Inc.

DICK BRANTMEIER FORD-LINCOLN-MERCURY  
3624 KOHLER MEMORIAL DRIVE  
SHEBOYGAN, WI 53082-0026  
OFFICE: 920-458-6111 FAX: 920-451-8198

\*\*\* PRELIMINARY ESTIMATE \*\*\*

11/10/2011 11:03 AM

Owner

Owner: SHARON LEIDER  
Address: 1319 WOODVIEW AV  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)457-7171  
FAX:

Inspection

Inspection Date: 11/10/2011 11:03 AM

Inspection Type:

Company: BRANTMEIER FORD  
Contact: DALE SPAETH  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Appraiser License #:

Work/Day: (920)458-6111  
FAX: (920)451-8198

Repairer

Repairer: DICK BRABTMEIER FORD  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Contact:  
Work/Day: (920)458-6111  
Work/Day:

Vehicle

2010 Chevrolet Malibu 1LT 4 DR Sedan  
4Cyl Gas Flex Fuel 2.4  
6-Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Refinish: Two-Stage

VIN: 1G1ZC5EB6A4151160  
Mileage Type: Actual  
Code: U2663C  
Int. Refinish: Two-Stage

Options

AM/FM CD Player  
Anti-lock Brakes  
Center Console  
Dual Airbags  
Halogen Headlights  
Keyless Entry System  
OnStar System  
Power Mirrors  
Pwr Driver Lumbar Supp  
Side Airbags  
Stability Cntrl Suspensn  
Theft Deterrent System  
Tire Pressure Monitor  
Velour/Cloth Seats

Air Conditioning  
Auto Headlamp Control  
Cruise Control  
Emergency S.O.S. System  
Head Airbags  
Lighted Entry System  
Power Brakes  
Power Steering  
Rear Window Defroster  
Split Folding Rear Seat  
Strg Wheel Radio Control  
Tilt & Telescopic Steer  
Traction Control System

Alarm System  
Bucket Seats  
Daytime Running Lights  
Floor Mats  
Intermittent Wipers  
MP3 Player  
Power Door Locks  
Power Windows  
Rem Trunk-L/Gate Release  
Spoke Wheels  
Tachometer  
Tinted Glass  
Trip Computer

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	N	34		Frt Bumper Cvr Overhau	Additional Labor				3.0	SM
2	I	6		Cover,Front Bumper	Repair				2.0*	SM
3	L	6	13	Cover,Front Bumper	Refinish				4.4	RF
					3.2 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
4	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*				SM
4		Items								
<b>MC</b>				<b>Message</b>						
13				INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

**Estimate Total & Entries**

Paint Materials	\$149.60	
Parts & Material Total		\$149.60
Tax on Parts & Material	@ 5.000%	\$7.48

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00		5.0	5.0	\$270.00
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$56.00				
Refinish (RF)	\$54.00	4.4		4.4	\$237.60
Paint Materials	\$34.00				

Labor Total	9.4 Hours	\$507.60
Tax on Labor	@ 5.000%	\$25.38
Sublet Repairs		\$3.00
Tax on Sublet	@ 5.000%	\$0.15
Gross Total		\$693.21
Net Total		\$693.21

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default

Audatex Estimating 6.0.626 ES 11/10/2011 11:04 AM REL 6.0.626 DT 10/01/2011 DB 11/08/2011  
 Copyright (C) 2011 Audatex North America, Inc.

**1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0QNSB6		Document Override Number	
Agency Accident Number C11-14499				Police Number					
4 - Accident Date 11/04/2011		5 - Time of Accident (Military Time) 1045		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name N 1ST ST			14 - Bus/Frnt/Rmp		15 - Est. Dist 200	F/MI F	15 - Hwy. Dir NORTH
16 - Frnt/Hwy No.		16 - From/At Street Name LAKE CT			16 - Business/Frontage/Ramp				
17 - Structure Type HOUSE #		17 - Structure Number 1716		12 - Latitude			13 - Longitude		
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision REAR-END					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITUMINOUS) - 2			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLEAR			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number 0			

POLICE #

ACCIDENT # C11-14499

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel NORTH		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements			35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number S6300847835500			30 - State WI	31 - Expiration Year 2015	34 - On Duty Accident WINTER-HWY-MAINTENANCE			
25 - Operator/Pedestrian Last Name SCHMITT			25 - First Name BRIAN		25 - Middle Initial D	25 - Suffix		
32 - Date Of Birth 10/05/1976		33 - Sex MALE						
26 - Address Street & Number 906 CENTER AVE						26 - PO Box		
27 - City OOSTBURG			27 - State WI	27 - Zip Code 530701176		28 - Telephone Number (920) 564-1020 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)					40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NOT APPLICABLE		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 1		
64 - 1st Statute No. 346.87	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.		64 - 5th Statute No.			
122 - Driver Factors UNSAFE-BACKING								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01

91 - Drugs Reported
124 - Highway Factors NOT-APPLICABLE

Vehicle

VEHICLE 01	21 - Unit Type <b>TRUCK</b>	Vehicle Type <b>STRAIGHT-TRUCK-(INSERT TRUCK)</b>				22 - Total Occupants <b>1</b>
	58 - License Plate Number <b>58564</b>	57 - Plate Type <b>MUN</b>	58 - State <b>WI</b>	59 - Exp Year	55 - Vehicle Identification Number <b>1FDZY90LXSVA39193</b>	
	50 - Year <b>1995</b>	51 - Make <b>FORD</b>	52 - Model <b>9000</b>	53 - Body Style <b>DP</b>	54 - Color <b>BLU</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>NONE</b>					
	95 - Extent Of Damage <b>NONE</b>		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>OPERATOR</b>	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Company Name <b>SHEBOYGAN CITY</b>					
	47 - Address Street & Number <b>828 CENTER AVE #205</b>				47 - PO Box	
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>		49 - Telephone Number <b>(920) 459-3333 EXT.</b>

Insurance

INS 01	63 - Liability Insurance Company <b>GOVERNMENT</b>				60 <input type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>SOUTH</b>	24 - Speed Limit <b>25</b>
36 - Operating as Classified <b>D CLASS</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number <b>L3607914860005</b>		30 - State <b>WI</b>	31 - Expiration Year <b>2012</b>	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name <b>LEIDER</b>		25 - First Name <b>SHARON</b>		25 - Middle Initial <b>K</b>	25 - Suffix
32 - Date Of Birth <b>03/20/1948</b>		33 - Sex <b>FEMALE</b>			

PK2011

91 - Drugs Reported
124 - Highway Factors NOT-APPLICABLE

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type STRAIGHT-TRUCK-(INSERT TRUCK)				22 - Total Occupants 1
	56 - License Plate Number 58564	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1FDZY9DLXSVA39183	
	50 - Year 1995	51 - Make FORD	52 - Model 9000	53 - Body Style DP	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage NONE					
	95 - Extent Of Damage NONE	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY				
	47 - Address Street & Number 828 CENTER AVE #205			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-3333 EXT.	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT	60 <input type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name	61 - Policy Holder First Name
	61 - Policy Holder Company	

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel SOUTH	24 - Speed Limit 25
36 - Operating as Classified D CLASS	37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number L3807914860005	30 - State WI	31 - Expiration Year 2012	34 - On Duty Accident
25 - Operator/Pedestrian Last Name LEIDER	25 - First Name SHARON	25 - Middle Initial K	25 - Suffix
32 - Date Of Birth 03/20/1948	33 - Sex FEMALE		

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number 1319 WOODVIEW AV				26 - PO Box	
	27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081		28 - Telephone Number (920) 457-7171 EXT.
	39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing STOPPED-IN-TRAFFIC		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
	91 - Drugs Reported					
	124 - Highway Factors NOT-APPLICABLE					

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	56 - License Plate Number 446PYC		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2012	55 - Vehicle Identification Number 1G1ZC5EB6A4161160
	50 - Year 2010	51 - Make CHEV	52 - Model MALIBU 1LT	53 - Body Style 4D	54 - Color GRY	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage FRONT					
	95 - Extent Of Damage VERY-MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name LEIDER		46 - First Name SHARON	46 - Middle Initial K	46 - Suffix	Date Of Birth 03/20/1948
	46 - Company Name					
	47 - Address Street & Number 1319 WOODVIEW AV				47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number (920) 457-7171 EXT.

Insurance

<b>INS 02</b>	63 - Liability Insurance Company <b>AUTO-CLUB-INS-ASSOC</b>		60 <input checked="" type="checkbox"/> <b>Policy Holder Same As Owner</b>
	61 - Policy Holder Last Name <b>LEIDER</b>		61 - Policy Holder First Name <b>SHARON</b>
	61 - Policy Holder Company		

**School Bus**

<b>BUS 02</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - PHOTOS BY DPW
UNIT #1, DPW TRUCK ENGAGED IN LEAF COLLECTION BACKING N/B IN N/B LANE 1700 N 1ST ST. UNIT #2 STOPPED IN TRAFFIC S/B IN CENTER OF ROADWAY, AS OPERATOR DID NOT WISH TO DRIVE THRU DEBRIS IN ROADWAY. UNIT #1 OPERATOR FAILED TO SEE UNIT # 2. UNIT #1 BACKED INTO UNIT #2. UNIT #1 SUSTAINED NO DAMAGE. UNIT #2 SUSTAINED DAMAGE TO FRONT BUMPER. 246	

**Officer Information**

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>RUPNICK</b>		125 - First Name <b>JOHN</b>		125 - Middle Initial		131 - Officer ID <b>246</b>	
	129 - Law Enforcement Agency No. <b>5961</b>		130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>					
	126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>							
	127 - City <b>SHEBOYGAN</b>		127 - State <b>WI</b>		127 - Zip Code <b>53081</b>		128 - Telephone Number <b>(920) 459-3333 EXT.</b>	
	132 - Date Notified <b>11/04/2011</b>		133 - Time Notified (Military Time) <b>1045</b>		134 - Time Arrived (Military Time) <b>1055</b>		135 - Date Of Report <b>11/04/2011</b>	
	Agency Accident Number <b>C11-14499</b>		Police Number		19 - Special Study			
	18 - Agency Space <b>#7</b>							

**Truck and Bus**

PK2011

<b>INS 02</b>	63 - Liability Insurance Company <b>AUTO-CLUB-INS-ASSOC</b>		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name <b>LEIDER</b>	61 - Policy Holder First Name <b>SHARON</b>	
	61 - Policy Holder Company		

**School Bus**

<b>BUS 02</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - PHOTOS BY <b>DPW</b>
UNIT #1, DPW TRUCK ENGAGED IN LEAF COLLECTION BACKING N/B IN N/B LANE 1700 N 1ST ST. UNIT #2 STOPPED IN TRAFFIC S/B IN CENTER OF ROADWAY, AS OPERATOR DID NOT WISH TO DRIVE THRU DEBRIS IN ROADWAY. UNIT #1 OPERATOR FAILED TO SEE UNIT # 2. UNIT #1 BACKED INTO UNIT #2. UNIT #1 SUSTAINED NO DAMAGE. UNIT #2 SUSTAINED DAMAGE TO FRONT BUMPER. 246	

**Officer Information**

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>RUPNICK</b>	125 - First Name <b>JOHN</b>	125 - Middle Initial	131 - Officer ID <b>246</b>	
	129 - Law Enforcement Agency No. <b>5961</b>	130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>			
	126 - Law Enforcement Agency Address Street & Number <b>1316 N 23RD ST</b>				
	127 - City <b>SHEBOYGAN</b>	127 - State <b>WI</b>	127 - Zip Code <b>53081</b>	128 - Telephone Number <b>(920) 459-3333 EXT.</b>	
	132 - Date Notified <b>11/04/2011</b>	133 - Time Notified (Military Time) <b>1045</b>	134 - Time Arrived (Military Time) <b>1055</b>	135 - Date Of Report <b>11/04/2011</b>	
	Agency Accident Number <b>C11-14499</b>	Police Number	19 - Special Study		
	18 - Agency Space <b>#7</b>				

**Truck and Bus**

PK2011

TRUCK/BUS	136 A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/GCWR		136 Any vehicle displaying a hazardous materials <input type="checkbox"/> placard		
	136 <input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver				
	136 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport		136 One or more vehicles towed from the scene due to disabling damage <input type="checkbox"/>
	Unit Number				
	137 - Hazardous Materials Class Numbers				
	137 - Hazardous Materials "UN" Nos.		Hazardous Material Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>
	137 - Name Of Hazardous Materials in this Load		137 - Name Of Hazardous Materials Released		
	138 Interstate Carrier <input type="checkbox"/>		140 - US DOT No.	140 - ICC MC No.	LC No.
			IC No.	141 - Source	
	139 - Carrier Name				
	142 - Carrier Address		City		State
					Zip Code
	143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration		147 - Cargo Body Type
	146 - First Event		146 - Second Event		
146 - Third Event		146 - Fourth Event			

II

17-30

R. O. No. 296 - 11 - 12. By DEPUTY FINANCE DIRECTOR/TREASURER.  
December 5, 2011.

Submitting the Harbor Centre Marina Balance Sheet from Operations dated October 31, 2011, as submitted by Skipper Marine.

*Marina  
&  
Harbor*

---

Deputy Finance Director/Treasurer

Ytd Actual  
10/31/2011  
-----

Assets

Petty Cash	2,200.00
Cash-Deposit Account	1,440.27
Cash-City Disbursement	112,475.55
Accounts Receivable	30,477.48
Inventory-Fuel	1,114.03
Inventory-Store	12,443.27
Prepays	3,326.34

Total Current Assets 163,476.94  
-----

Total Assets 163,476.94  
=====

Accounts Payable	55,722.15
Accrued Expense	831.21
Accrued Taxes-Sales	32,756.28
Deferred Revenue-Storage	58,397.57
Customer Deposits	32,288.38

Total Current Liab. 179,995.59  
-----

Total Liabilities 179,995.59  
-----

Current Year Income/Loss	48,039.75
Retained Earnings	-64,558.40

Total Equity -16,518.65  
-----

Liab. & Equity 163,476.94  
=====

	Ptd Actual 10/31/2011	Ytd Actual 10/31/2011	Ann Budget 10/31/2011	Ann Budget 10/31/2011
	-----	-----	-----	-----
<b>Revenues</b>				
Slip Income	-425.00	348,160.26	350,000.00	1,839.74
Transient Fees	590.75	56,733.02	82,000.00	25,266.98
South Pier Transient Fees	0.00	1,786.17	2,000.00	213.83
Winter Storage	11,679.51	40,523.31	57,500.00	16,976.69
Fuel	12,976.04	195,102.16	215,000.00	19,897.84
Store/Deli	1,738.27	46,937.74	65,000.00	18,062.26
Service	4,721.48	30,849.98	52,500.00	21,650.02
Parts	1,519.26	15,358.42	20,000.00	4,641.58
Sublet	74.25	347.43	1,500.00	1,152.57
Dockside	357.00	3,200.64	3,000.00	-200.64
	-----	-----	-----	-----
Total Revenue	33,231.56	738,999.13	848,500.00	109,500.87
<b>Cost of Sales</b>				
Fuel	10,708.34	162,169.14	172,000.00	9,830.86
Store/Deli	1,216.79	32,856.43	45,500.00	12,643.57
Parts	1,519.26	15,358.42	20,000.00	4,641.58
Sublet	56.63	294.28	1,125.00	830.72
	-----	-----	-----	-----
Total Cost of Sales	13,501.02	210,678.27	238,625.00	27,946.73
Gross Margin	19,730.54	528,320.86	609,875.00	81,554.14
<b>Operating Expenses</b>				
Salaries	18,731.26	204,387.21	244,000.00	39,612.79
Payroll Taxes/Fringes	1,705.31	22,822.35	26,840.00	4,017.65
Health/Workers Comp.	2,998.02	29,981.25	43,000.00	13,018.75
Operations Insurance	438.87	4,388.73	6,000.00	1,611.27
General Liability Ins.	475.46	4,754.60	6,500.00	1,745.40
Telephone	92.00	920.00	2,500.00	1,580.00
Repairs & Maintenance	5,045.07	59,663.45	95,000.00	35,336.55
Licenses/Dues/Subscp.	0.00	2,141.63	2,100.00	-41.63
Tools & Uniforms	0.00	746.28	2,800.00	2,053.72
Vehicle Lease	630.00	6,300.00	7,560.00	1,260.00
Office Supplies	412.39	5,091.96	9,000.00	3,908.04
Legal & Professional	57.85	3,271.32	1,500.00	-1,771.32
Advertising/Promotion	513.00	7,768.98	12,000.00	4,231.02
Utilities	1,763.02	29,721.20	37,000.00	7,278.80
Credit Card Fees	1,790.92	12,228.12	9,000.00	-3,228.12
Shop Supplies	351.36	546.02	2,000.00	1,453.98
Cable	1,183.65	7,239.41	12,000.00	4,760.59
Management Fees	6,333.96	63,339.61	71,500.00	8,160.39
	-----	-----	-----	-----
Total Operating Exp	42,522.14	465,312.12	590,300.00	124,987.88
Operating Inc./Loss	-22,791.60	63,008.74	19,575.00	-43,433.74
	-----	-----	-----	-----
Marina Winterization	2,295.49	14,968.99	12,000.00	-2,968.99
	-----	-----	-----	-----
Oper Inc After Wint	-25,087.09	48,039.75	7,575.00	-40,464.75
	=====	=====	=====	=====

	Ytd Actual 10/31/2011	Ytd Actual 10/31/2010	Ytd Actual 10/31/2011	Ytd Actual 10/31/2010
<b>Revenues</b>				
Slip Income	348,160.26	336,437.74	11,722.52	3.48
Transient Fees	56,733.02	82,002.63	-25,269.61	-30.81
South Pier Transient Fees	1,786.17	2,360.95	-574.78	-24.34
Winter Storage	40,523.31	41,028.13	-504.82	-1.23
Fuel	195,102.16	241,880.38	-46,778.22	-19.33
Store/Deli	46,937.74	65,335.57	-18,397.83	-28.15
Service	30,849.98	32,773.27	-1,923.29	-5.86
Parts	15,358.42	21,048.01	-5,689.59	-27.03
Sublet	347.43	3,635.98	-3,288.55	-90.44
Dockside	3,200.64	3,208.24	-7.60	-0.23
<b>Total Revenue</b>	<b>738,999.13</b>	<b>829,710.90</b>	<b>-90,711.77</b>	<b>-10.93</b>
<b>Cost of Sales</b>				
Fuel	162,169.14	194,492.09	-32,322.95	-16.61
Store/Deli	32,856.43	45,734.92	-12,878.49	-28.15
Parts	15,358.42	21,048.01	-5,689.59	-27.03
Sublet	294.28	3,163.58	-2,869.30	-90.69
<b>Total Cost of Sales</b>	<b>210,678.27</b>	<b>264,438.60</b>	<b>-53,760.33</b>	<b>-20.32</b>
<b>Gross Margin</b>	<b>528,320.86</b>	<b>565,272.30</b>	<b>-36,951.44</b>	<b>-6.53</b>
<b>Operating Expenses</b>				
Salaries	204,387.21	204,589.70	-202.49	-0.09
Payroll Taxes/Fringes	22,822.35	20,084.48	2,737.87	13.63
Health/Workers Comp.	29,981.25	28,503.80	1,477.45	5.18
Operations Insurance	4,388.73	3,730.00	658.73	17.66
General Liability Ins.	4,754.60	4,050.00	704.60	17.39
Telephone	920.00	0.00	920.00	100.00
Repairs & Maintenance	59,663.45	39,105.72	20,557.73	52.56
Licenses/Dues/Subscp.	2,141.63	2,290.58	-148.95	-6.50
Tools & Uniforms	746.28	874.03	-127.75	-14.61
Vehicle Lease	6,300.00	6,300.00	0.00	0.00
Office Supplies	5,091.96	6,564.64	-1,472.68	-22.43
Legal & Professional	3,271.32	840.71	2,430.61	289.11
Advertising/Promotion	7,768.98	5,347.57	2,421.41	45.28
Utilities	29,721.20	30,144.90	-423.70	-1.40
Credit Card Fees	12,228.12	12,373.35	-145.23	-1.17
Shop Supplies	546.02	224.63	321.39	143.07
Cable	7,239.41	9,012.63	-1,773.22	-19.67
Management Fees	63,339.61	61,494.80	1,844.81	2.99
<b>Total Operating Exp</b>	<b>465,312.12</b>	<b>435,531.54</b>	<b>29,780.58</b>	<b>6.83</b>
<b>Operating Inc./Loss</b>	<b>63,008.74</b>	<b>129,740.76</b>	<b>-66,732.02</b>	<b>-51.43</b>
<b>Marina Winterization</b>	<b>14,968.99</b>	<b>29,734.93</b>	<b>-14,765.94</b>	<b>-49.65</b>
<b>Oper Inc After Wint</b>	<b>48,039.75</b>	<b>100,005.83</b>	<b>-51,966.08</b>	<b>-51.96</b>

**HARBOR CENTRE MARINA**

**2011 LAUNCH RAMP REVENUE**

January	-
February	-
March	380.00
April	1,043.00
May	1,665.00
June	5,481.55
July	7,922.75
August	6,427.00
September	2,750.33
October	704.75
November	
December	
	<hr/>
	26,374.38

**HARBOR CENTRE MARINA**

**2010 LAUNCH RAMP REVENUE**

January	-
February	-
March	700.00
April	2,039.00
May	2,343.90
June	4,173.95
July	9,649.00
August	5,358.25
September	2,209.00
October	745.00
November	91.00
December	-
	<hr/>
	27,309.10

II

Other Matters

17-38

R. O. No. 303 - 11 - 12. By CITY CLERK. December 5, 2011.

Submitting a claim from Laurie Entringer for alleged damages to her vehicle when she turned left and drove over the island with right front wheel on the northwest corner of Wilgus Rd. and Taylor Dr. handicapped island.

~~Risk~~  
Denys &  
and Not of  
Disallowance

*Lisa Richards*

City Clerk

DATE RECEIVED 11-18-11

RECEIVED BY CKH

CLAIM NO. 24-11

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

NOV 18 '11 PM 8:16

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: LAURIE ENTRINGER
2. Home address of Claimant: 2119 ERIE AVE., APT. 118, SHEBOYGAN
3. Home phone number: 287-7988
4. Business address and phone number of Claimant: N/A on BUSINESS ADDRESS

5. When did damage or injury occur? (date, time of day) 11-2-11 5:00 A.M.

6. Where did damage or injury occur? (give full description) NW CORNER OF WILGUS RD. & TAYLOR DRIVE HANDICAPPED ISLAND

7. How did damage or injury occur? (give full description) TURNED LEFT AND DROVE OVER ISLAND WITH RIGHT FRONT WHEEL

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: DIDN'T SEE ISLAND BECAUSE IT WASN'T PAINTED

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: DUE TO HIGH TRAFFIC VOLUME & ISLAND IS NOT PAINTED.

(b) Claimant's statement of basis for such liability: ISLAND NARROWS TURNING SPACE

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

NO INJURIES

11. Name and address of any other person injured: N/A

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

Auto: \$129.14  
Property: \$ \_\_\_\_\_  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

TOTAL \$129.14

Damaged vehicle (if applicable)

Make: CHEV. Model: CAVALIER Year: 2001 Mileage: 837<sup>000</sup> MILES

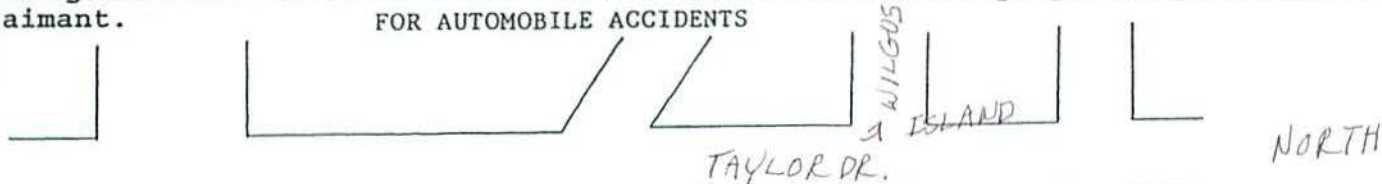
Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

N/A

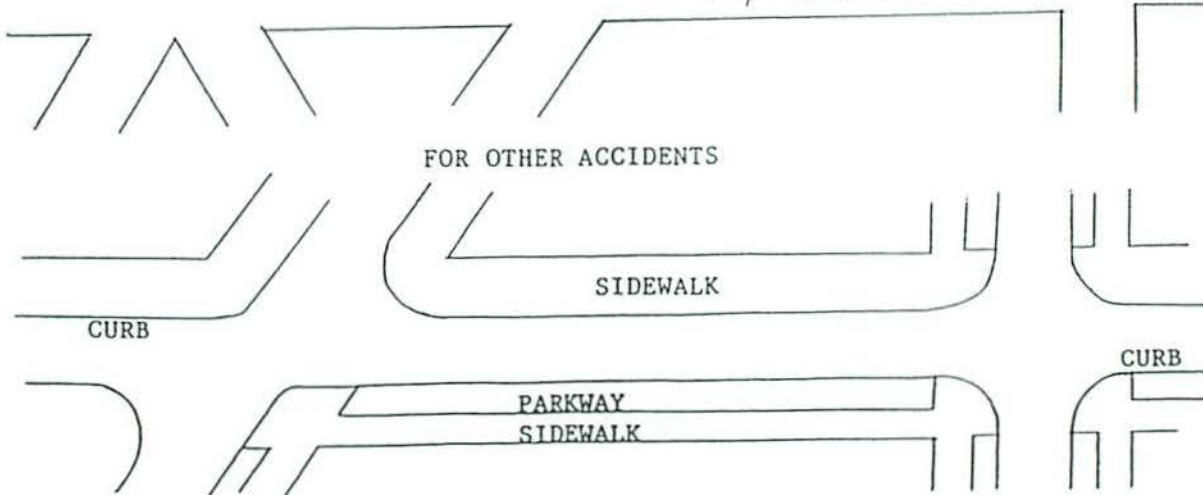
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Barrie Espringer

Date: 11-18-11

DATE RECEIVED \_\_\_\_\_

RECEIVED BY CKb

CLAIM NO. # 24-1

CLAIM

NOV 18 '11 PM 3:16

Claimant's Name: LAURIE ENTRINGER

Auto \$ 129.14

Claimant's Address: 2119 ERIE AVE, APT. 118

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

SHEBOYGAN, WI 53081

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

Claimant's Phone No. 287-7988

Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 129.14

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 \$ 129.14.

SIGNED: Laurie Entringer

DATE: 11-18-11

ADDRESS: 2119 ERIE AVE, APT. 118

SHEBOYGAN, WI 53081



II

Other Matters

17-39

R. O. No. 304 - 11 - 12. By CITY CLERK. December 5, 2011.

Submitting a claim from Carol Butzen for alleged injuries when she twisted and sprained her ankle and wrist in a pothole walking in the crosswalk at Superior Ave. and N. 11<sup>th</sup> St.

*Quote*  
*Deny &*  
*and Not of Disallowance*

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

DATE RECEIVED 11-29-11

RECEIVED BY Long

CLAIM NO. 25-110

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: CAROL L. BUTZEN

2. Home address of Claimant: W973 COUNTY ROAD FF, SHEBOYGAN, WI

3. Home phone number: 920-565-2832

4. Business address and phone number of Claimant: LAKELAND COLLEGE,  
P.O. BOX 359, SHEBOYGAN, WI 53082-0359

5. When did damage or injury occur? (date, time of day) 9/7/11 ; 5:05 P.M.

6. Where did damage or injury occur? (give full description) IN THE CROSSWALK  
AT SUPERIOR AVENUE AND NORTH 11 STREET  
NEAR THE SOUTHWEST CORNER,

7. How did damage or injury occur? (give full description) I TWISTED AND  
SPRAINED MY ANKLE AND WAS IN A POT HOLE  
AND WHEN FALLING, MY HEAD SMASHED INTO THE  
STREET CAUSING BRUISING, SWELLING AND AN ABRASION.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: SOUTHWEST CORNER AT  
SUPERIOR AVENUE AND 11 STREET.

(b) Claimant's statement of basis for such liability: POT HOLE IN  
CROSSWALK.



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").

MY ANKLE WAS SEVERELY SPRAINED AND STILL GIVES ME PROBLEMS; MY RIGHT THUMB WAS SPRAINED AND MY CAR WAS ABRAISED AND BUMPED STILL CAUSING ME DISCOMFORT.

11. Name and address of any other person injured:

N/A

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

Auto:

\$ N/A

Property:

\$ N/A

Personal injury:

\$ JERD BENS - \$311.00 SO FAR FOR MEDICAL

Other: (Specify below)

Pain & Suffering  
\$ SALARY - \$410.00 (See attached letter & ite statement.)  
\$5,000.00  
Total → \$5,721.00

Damaged vehicle (if applicable)

Make: NA Model: NA Year: NA Mileage: NA

Names and addresses of witnesses, doctors and hospitals:

JERD GRODEWALD, 1413 APPLE TREE ROAD, HOWARDS GROVE

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.

NORTH 11 STREET AND SUPERIOR AVENUE  
SOUTHWEST NEAR CORNER AT CURB  
POTHOLE IN CROSSWALK

SIGNATURE OF CLAIMANT

Cassie L. Butts

DATE 10/1/11

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

DATE RECEIVED 11-29-11

RECEIVED BY Klong

CLAIM NO. 25-11

CLAIM

NOV 29 '11 04:10:59

Claimant's Name:	<u>CAROL L. BUTZEL</u>	Auto	\$ <u>NA</u>
Claimant's Address:	<u>W973 COUNTY ROAD FF</u>	Property	\$ <u>NA</u>
	<u>SHEBOYGAN WI 53083</u>	Personal Injury	\$ <u>391.00</u> <u>CO FAC FOR MEDICAL</u>
Claimant's Phone No.	<u>920-565-2832</u>	Other (Specify below)	\$ <u>410.00</u> <u>SALARY</u>
			<u>PAID &amp; SUFFERING 5,000.00</u>
		<u>Total</u>	<u>\$ 5,801.00</u>

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 \$ 5,731.00 Total

SIGNED Carol Butzel DATE: 11/21/11

ADDRESS: W973 County Road FF  
SHEBOYGAN WI 53083

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

II

Other Matters

19-20

R. O. No. 329 - 11 - 12. By DEPUTY FINANCE DIRECTOR/TREASURER.  
January 3, 2012.

Submitting the Harbor Centre Marina Balance Sheet from Operations dated November 30, 2011, as submitted by Skipper Marine.

Marina  
of  
Harbor

---

Deputy Finance Director/Treasurer

OR-91



1111

Ytd Actual  
 11/30/2011  
 -----

Assets

Petty Cash	2,200.00
Cash-Deposit Account	5,113.44
Cash-City Disbursement	61,300.78
Accounts Receivable	51,867.94
Inventory-Store	12,314.77
Inventory-Service Sublet	25.00
Prepays	1,899.01

Total Current Assets 134,720.94  
 -----

Total Assets 134,720.94  
 =====

Accounts Payable	28,282.25
Accrued Expense	192.26
Accrued Taxes-Sales	34,860.86
Deferred Revenue-Storage	46,718.06
Customer Deposits	36,637.38

Total Current Liab. 146,690.81  
 -----

Total Liabilities 146,690.81  
 -----

Current Year Income/Loss	52,588.53
Retained Earnings	-64,558.40

Total Equity -11,969.87  
 -----

Liab. & Equity 134,720.94  
 =====

	Ptd Actual 11/30/2011	Ytd Actual 11/30/2011	Ann Budget 11/30/2011	Ann Budget 11/30/2011
<b>Revenues</b>				
Slip Income	0.00	348,160.26	350,000.00	1,839.74
Transient Fees	66.00	56,799.02	82,000.00	25,200.98
South Pier Transient Fees	0.00	1,786.17	2,000.00	213.83
Winter Storage	11,679.51	52,202.82	57,500.00	5,297.18
Fuel	565.64	195,667.80	215,000.00	19,332.20
Store/Deli	0.00	46,937.74	65,000.00	18,062.26
Service	30,897.86	61,747.84	52,500.00	-9,247.84
Parts	11,127.23	26,485.65	20,000.00	-6,485.65
Sublet	0.00	347.43	1,500.00	1,152.57
Dockside	0.00	3,200.64	3,000.00	-200.64
<b>Total Revenue</b>	<b>54,336.24</b>	<b>793,335.37</b>	<b>848,500.00</b>	<b>55,164.63</b>
<b>Cost of Sales</b>				
Fuel	475.44	162,644.58	172,000.00	9,355.42
Store/Deli	0.00	32,856.43	45,500.00	12,643.57
Parts	11,127.23	26,485.65	20,000.00	-6,485.65
Sublet	0.00	294.28	1,125.00	830.72
<b>Total Cost of Sales</b>	<b>11,602.67</b>	<b>222,280.94</b>	<b>238,625.00</b>	<b>16,344.06</b>
<b>Gross Margin</b>	<b>42,733.57</b>	<b>571,054.43</b>	<b>609,875.00</b>	<b>38,820.57</b>
<b>Operating Expenses</b>				
Salaries	13,809.80	218,197.01	244,000.00	25,802.99
Payroll Taxes/Fringes	994.15	23,816.50	26,840.00	3,023.50
Health/Workers Comp.	2,998.02	32,979.27	43,000.00	10,020.73
Operations Insurance	438.87	4,827.60	6,000.00	1,172.40
General Liability Ins.	475.46	5,230.06	6,500.00	1,269.94
Telephone	92.00	1,012.00	2,500.00	1,488.00
Repairs & Maintenance	6,300.68	65,964.13	95,000.00	29,035.87
Licenses/Dues/Subscp.	490.00	2,631.63	2,100.00	-531.63
Tools & Uniforms	0.00	746.28	2,800.00	2,053.72
Vehicle Lease	630.00	6,930.00	7,560.00	630.00
Office Supplies	2,869.58	7,961.54	9,000.00	1,038.46
Legal & Professional	43.36	3,314.68	1,500.00	-1,814.68
Advertising/Promotion	54.48	7,823.46	12,000.00	4,176.54
Utilities	1,499.09	31,220.29	37,000.00	5,779.71
Credit Card Fees	808.73	13,036.85	9,000.00	-4,036.85
Shop Supplies	109.96	655.98	2,000.00	1,344.02
Cable	236.65	7,476.06	12,000.00	4,523.94
Management Fees	6,333.96	69,673.57	71,500.00	1,826.43
<b>Total Operating Exp</b>	<b>38,184.79</b>	<b>503,496.91</b>	<b>590,300.00</b>	<b>86,803.09</b>
<b>Operating Inc./Loss</b>	<b>4,548.78</b>	<b>67,557.52</b>	<b>19,575.00</b>	<b>-47,982.52</b>
Marina Winterization	0.00	14,968.99	12,000.00	-2,968.99
<b>Oper Inc After Wint</b>	<b>4,548.78</b>	<b>52,588.53</b>	<b>7,575.00</b>	<b>-45,013.53</b>

	Ytd Actual 11/30/2011	Ytd Actual 11/30/2010	Ytd Actual 11/30/2011	Ytd Actual 11/30/2010
	-----	-----	-----	-----
<b>Revenues</b>				
Slip Income	348,160.26	336,437.74	11,722.52	3.48
Transient Fees	56,799.02	82,002.63	-25,203.61	-30.73
South Pier Transient Fees	1,786.17	3,320.95	-1,534.78	-46.21
Winter Storage	52,202.82	50,642.73	1,560.09	3.08
Fuel	195,667.80	241,918.88	-46,251.08	-19.11
Store/Deli	46,937.74	65,505.85	-18,568.11	-28.34
Service	61,747.84	53,695.45	8,052.39	14.99
Parts	26,485.65	28,868.33	-2,382.68	-8.25
Sublet	347.43	4,135.98	-3,788.55	-91.59
Dockside	3,200.64	3,394.50	-193.86	-5.71
	-----	-----	-----	-----
Total Revenue	793,335.37	869,923.04	-76,587.67	-8.80
<b>Cost of Sales</b>				
Fuel	162,644.58	194,768.91	-32,124.33	-16.49
Store/Deli	32,856.43	45,854.12	-12,997.69	-28.34
Parts	26,485.65	28,868.33	-2,382.68	-8.25
Sublet	294.28	3,613.58	-3,319.30	-91.85
	-----	-----	-----	-----
Total Cost of Sales	222,280.94	273,104.94	-50,824.00	-18.60
	-----	-----	-----	-----
Gross Margin	571,054.43	596,818.10	-25,763.67	-4.31
<b>Operating Expenses</b>				
Salaries	218,197.01	218,424.43	-227.42	-0.10
Payroll Taxes/Fringes	23,816.50	21,059.01	2,757.49	13.09
Health/Workers Comp.	32,979.27	31,354.33	1,624.94	5.18
Operations Insurance	4,827.60	4,103.00	724.60	17.66
General Liability Ins.	5,230.06	4,455.00	775.06	17.39
Telephone	1,012.00	0.00	1,012.00	100.00
Repairs & Maintenance	65,964.13	40,234.74	25,729.39	63.94
Licenses/Dues/Subscp.	2,631.63	2,680.58	-48.95	-1.82
Tools & Uniforms	746.28	874.03	-127.75	-14.61
Vehicle Lease	6,930.00	6,930.00	0.00	0.00
Office Supplies	7,961.54	6,896.73	1,064.81	15.43
Legal & Professional	3,314.68	900.85	2,413.83	267.95
Advertising/Promotion	7,823.46	5,347.57	2,475.89	46.29
Utilities	31,220.29	31,593.30	-373.01	-1.18
Credit Card Fees	13,036.85	13,032.73	4.12	0.03
Shop Supplies	655.98	304.40	351.58	115.49
Cable	7,476.06	9,574.32	-2,098.26	-21.91
Management Fees	69,673.57	67,644.28	2,029.29	2.99
	-----	-----	-----	-----
Total Operating Exp	503,496.91	465,409.30	38,087.61	8.18
	-----	-----	-----	-----
Operating Inc./Loss	67,557.52	131,408.80	-63,851.28	-48.58
	-----	-----	-----	-----
Marina Winterization	14,968.99	31,725.93	-16,756.94	-52.81
	-----	-----	-----	-----
Oper Inc After Wint	52,588.53	99,682.87	-47,094.34	-47.24
	=====	=====	=====	=====

**HARBOR CENTRE MARINA**

**2011 LAUNCH RAMP REVENUE**

<b>January</b>	-
<b>February</b>	-
<b>March</b>	380.00
<b>April</b>	1,043.00
<b>May</b>	1,665.00
<b>June</b>	5,481.55
<b>July</b>	7,922.75
<b>August</b>	6,427.00
<b>September</b>	2,750.33
<b>October</b>	704.75
<b>November</b>	-
<b>December</b>	-
	<hr/>
	26,374.38

**HARBOR CENTRE MARINA**

**2010 LAUNCH RAMP REVENUE**

<b>January</b>	-
<b>February</b>	-
<b>March</b>	700.00
<b>April</b>	2,039.00
<b>May</b>	2,343.90
<b>June</b>	4,173.95
<b>July</b>	9,649.00
<b>August</b>	5,358.25
<b>September</b>	2,209.00
<b>October</b>	745.00
<b>November</b>	91.00
<b>December</b>	-
	<hr/>
	27,309.10

X

20-30

Gen. Ord. No. 61 - 11 - 12. By Alderperson Kittelson. January 16, 2012.

AN ORDINANCE repealing and recreating Subsection 66-72(7) of the Municipal Code so as to include specific construction work by or on behalf of the federal government as authorized by the common council to the exceptions to the City's noise ordinance.

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

Section 1. Subsection 66-72(7) of the Sheboygan Municipal Code entitled "Exceptions" is hereby repealed and recreated to read as follows:

"Sec. 66-72. *Exceptions.*

. . .

(7) Such other specific construction work by or on behalf of the city, county, state or federal government as may be authorized by the common council."

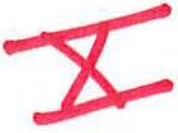
Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*PP & S.  
approve.*

*Jean Kittelson*  
\_\_\_\_\_

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



10.1

Subs. of Gen. Ord. No. 63 - 11 - 12. By Alderperson Dekker.  
February 6, 2012.

AN ORDINANCE repealing and recreating Note 1 to the schedule of plan examination and permit fees contained in Section 26-38 of the Municipal Code so as to include cost of labor in determining permit requirements for minor alterations.

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

Section 1. Note 1 to the schedule of plan examination and permit fees contained in Section 26-38 of the Municipal Code is repealed and recreated to read as follows:

"Notes:

1. No permit required for minor alterations under \$400 of materials or \$800 total materials and labor unless such work requires structural alterations. All fences, stairways and porches/rescue platforms located above the first floor require a permit."

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

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

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

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

1.2

1.2



~~X~~

10.1

Gen. Ord. No. 63- 11 - 12. By Alderperson Dekker. February 6, 2012.

AN ORDINANCE repealing and recreating Note 1 to the schedule of plan examination and permit fees contained in Section 26-38 of the Municipal Code so as to include cost of labor in determining permit requirements for minor alterations.

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

Section 1. Note 1 to the schedule of plan examination and permit fees contained in Section 26-38 of the Municipal Code is repealed and recreated to read as follows:

"Notes:

- 1. No permit required for minor alterations under \$200 of materials or \$400 total materials and labor unless such work requires structural alterations. All fences, stairways and porches/rescue platforms located above the first floor require a permit."

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.

pp. 5.

  
\_\_\_\_\_

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

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

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

~~X~~

10.2

Gen. Ord. No. 64- 11 - 12. By Alderperson Dekker. February 6, 2012.

AN ORDINANCE repealing, recreating and amending various provisions of Chapter 26 of the Municipal Code entitled "Buildings and Building Regulations" so as to reflect changes in Wisconsin Administrative Code designations.

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

Section 1. Subsection 26-37(a)(1) of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-37. *Uniform codes adopted.*

(a) . . .

(1) Chapters SPS 316, 320-325, 360-366, 367 and 381-387, Wis. Admin. Code."

Section 2. The reference to "Comm 22.07(2), Wisconsin Administrative Code" in Subsection 26-37(a)(2)(b)9 of the Sheboygan Municipal Code is hereby amended to read "SPS 322.07(2), Wis. Admin. Code."

Section 3. The reference to "Comm 16, Wisconsin Administrative Code" in Subsection 26-37(a)(2)(b)12 of the Sheboygan Municipal Code is hereby amended to read "SPS 316, Wis. Admin. Code."

Section 4. The reference to "Comm. 16" in Subsection 26-197(a) of the Sheboygan Municipal Code is hereby amended to read "SPS 316."

Section 5. The reference to "ILHR 16" in Subsection 26-346(b)(2) of the Sheboygan Municipal Code is hereby amended to read "SPS 316, Wis. Admin. Code."

Section 6. The reference to "ILHR, chapter 16" in Subsection 26-349(a) of the Sheboygan Municipal Code is hereby amended to read "Chapter SPS 316, Wis. Admin. Code."

Section 7. The reference to "COMM 5" in Subsection 26-355(b) of the Sheboygan Municipal Code is hereby amended to read "Chapter SPS 305, Wis. Admin. Code."

Section 8. The reference to "Chapters COMM 23 and 64, Wisconsin Administrative Code" in Section 26-436 of the Sheboygan Municipal Code entitled "Regulations adopted" is hereby amended to read "Chapters SPS 323 and 364, Wisconsin Administrative Code."

Section 9. The reference to "chapters ILHR 81, ILHR 82, ILHR 83, ILHR 84 and ILHR 85 of the Wis. Admin. Code" in Sec. 26-906 of the Sheboygan Municipal Code entitled "State regulations adopted" is hereby amended to read "chapters SPS 381-387 of the Wis. Admin. Code."


Section 10. The reference to "ILHR chapter 82" in the definition of "storm and clear drains" contained in Sec. 26-907 of the Sheboygan Municipal Code is hereby amended to read "SPS Chapter 382, Wis. Admin. Code."

Section 11. Section 26-939 of the Sheboygan Municipal Code entitled "Submission of plans and specifications" is hereby repealed.

Section 12. The references to "chapter ILHR 84 of the Win. Admin Code" in Subsections 26-998(b) and (c) of the Sheboygan Municipal Code are hereby amended to read "chapter SPS 384 of the Wis. Admin. Code."

Section 13. The reference to "chapter ILHR 84 of the Win. Admin. Code" in Section 26-1007 of the Sheboygan Municipal Code entitled "Defective lead services" is hereby amended to read "chapter SPS 384 of the Wis. Admin. Code."

Section 14. 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.

  
\_\_\_\_\_

*PP+S.  
approve.*

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

**CASH RECEIPTS**

	<b>January 2011</b>	<b>January 2012</b>
Contractors Licenses	5,000.00	10,585.00
Building Permits	7,270.00	13,130.00
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	3,280.00	6,685.00
Heating Permit Fees	2,190.00	3,710.00
Sales Tax	1.26	.90
Plumbing Permit Fees	640.00	1,864.00
Sewer Permit Fees	0.00	.00
Occupancy Permit Fees	150.00	150.00
Board of Appeals	150.00	0.00
Misc. General Revenue	28.05	38.10
Plan Examining Fees	300.00	1,300.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	0.00
Penalty Fees	0.00	41,175.00
Cash Over, Short or Refund	0.00	45.00-
Contractors Escrow	1,735.00	484.00-
Weight & Measure license	16,476.00	5,393.00
Clearwater Inspection Fees	0.00	960.00
	<hr/>	<hr/>
<b>TOTAL:</b>	<b>37,220.31</b>	<b>84,462.00</b>

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL						
NEW MISC -NON RES.						
STORAGE BLDG -RES.		1		1,600.00		50.00
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	59	54	406,724.40	492,099.00	4,590.00	5,550.00
ALT & ADD'NS - NON-RES	7	9	195,200.00	909,900.00	2,030.00	6,680.00
WRECKING	1	1	450,000.00	650.00	500.00	50.00
MOVING						
SIGNS	2	7	14,000.00	21,425.00	100.00	700.00
FENCES/POOLS/DECKS/DRIVEWAYS		1		4,100.00		50.00
TANKS						
MISCELLANEOUS	1	1			50.00	50.00
<b>TOTALS</b>	70	74	1,065,924.40	1,429,774.00	7,270.00	13,130.00
<b>PERMIT TYPES</b>	<b>#OF PERMITS</b>					
ELECTRICAL	21	32	100,313.00	244,275.00	3,280.00	6,685.00
HEATING	30	45	118,205.28	188,717.25	2,190.00	3,710.00
PLUMBING	13	26			640.00	1,864.00
SEWER						
<b>TOTALS</b>	64	103	218,518.28	432,992.25	6,110.00	12,259.00
<b>GRAND TOTALS OF THE ABOVE</b>	<b>134</b>	<b>177</b>	<b>1,284,442.68</b>	<b>1,862,766.25</b>	<b>13,380.00</b>	<b>25,389.00</b>

## To Whom It May Concern:

I received my water bill in the mail and was shocked to see I was billed \$14.80 for a garbage fee. My bill is from 10/12/2011 thru 1/6/2012. So why would I be billed \$14.80? I called the water department who gave me a number to the city. I called them to be told that they couldn't answer my questions either. So I called the Mayor's office who told me to call my alderman. She took my name and number. Someone called me back from the city and told me that I would be charged \$14.80 a month because my home is listed as a two family house. She told me it didn't matter that I occupied the whole house. I was told to call the assessors office who told me to call the building inspector. Who told me to call I believe the name was a Mr Biels office, which I did, they told me they have had many complaints about the fees. She told me to call my alderman. I feel like know one cares and they are sending me around in circles.

I called my alderman who told me to write a letter. I don't understand why the city is punishing the owners of two family homes when it comes to the garbage fees. I have two city loans which I am very grateful for. My home has been inspected many times because of these loans. The city knows that I have been occupying my whole house I have been doing this for 18 years. It just doesn't make sense to charge a property owner twice as much just because their home is listed as a two family. We don't have twice as much trash as someone who owns a one family home. I think there should be an exception to the rule of \$7.40 for each address. I feel if the owner lives in the whole house they should be charged the same as the owner of a one family house.

Maybe the city should come up with the same price for all property owners. Maybe go by how many water meters you have on your home. Just because you own a two family house doesn't mean you have more garbage. I only have two people in my home my mother and I. Also maybe the city should allow people to not have the city pick up their trash and let the people decide how to dispose of their trash and not pay the fees.

The economy in Sheboygan is not that great yet. I don't know where the city thinks everyone is going to get the money to pay these fees. Many of the citizens of Sheboygan are living on the same amount of money as they did last year. They don't raise \$ and many are losing some of their benefits. So I don't understand where the city thinks everyone is suppose to find the money to pay these fees. I really feel sorry for the elderly who live on fixed incomes. Many people have cut back and don't have Cable T.V. and other things so there isn't much more to cut back on.

Also what are these fees going to be used for? New equipment? No what I understand that it is going for a retirement fund.

FEB 13 '12 PM 4:33

I hope someone will answer some of my questions because I don't feel like I should pay for fees that I don't understand the way the city is billing people for them.

Thank you

Peggy Clutts

Peggy Clutts

1917 S. 14<sup>th</sup> Street

Sheboygan, WI 53081

Home Phone 457-5834

I am enclosing a copy of my water bill.

# Sheboygan Water Utility

72 Park Avenue - Sheboygan WI 53081  
Phone 920-459-3800

**Due Date:** 02/20/2012  
**Amount Due:** 69.91  
**After Due Date Pay:** 72.07  
**Customer Number:** 73-213-00-00  
**Service Address:** 1917 S 14TH ST



**PEGGY A CLUTTS**  
**1917 S 14TH ST**  
  
**SHEBOYGAN, WI 53081**

Amount Due
<b>69.91</b>

Amount Paid

PLEASE INCLUDE TOP PORTION WITH YOUR PAYMENT

Retain Bottom Portion For Your Records

**Sheboygan Water Utility**  
72 Park Ave - Sheboygan WI 53081  
Phone 920-459-3800

**Account Number:** 73-213-00-00  
**Customer Name:** PEGGY A CLUTTS  
**Service Address:** 1917 S 14TH ST  
  
**Due Date:** 02/20/2012

**Meter Detail Information**

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
10/12/2011	01/06/2012	794	799	5		Water Usage Sewer Only Usage Sewer Deduct Usage

**MUNICIPAL SERVICE CHARGES**

<b>WATER CHARGES</b>	Meter Base Charge			10.50
	Water Usage Charge		5	5.75
	Sewer Only Meter Charge			
	Sewer Deduct Meter Charge			
	Miscellaneous Water Charge			
	Additional Water Charge			
	Water Penalty			

**SPECIAL NOTES:**  
This Bill includes New Sewer Rates and the New Garbage Fee.

**PUBLIC FIRE PROTECTION**

<b>SEWER CHARGES**</b>	Public Fire Protection			7.65
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**\*NEW\*** Pay Online or by Phone! Visit [www.SheboyganWater.org](http://www.SheboyganWater.org) or call 1-877-885-7968 to make your payment. Customer is responsible for fees.

	Sewer Base Charge			23.51
	Sewer Usage Charge		5	7.70
	Miscellaneous Sewer Charge			
	Sewer Penalty			

**NEW OFFICE HOURS** as of November 1st, 2011  
Monday - Thursday 7:30 - 4:00  
Friday 7:30 - 2:30.

**GARBAGE FEE\*\***

	Garbage Fee			14.80
	Garbage Penalty			

	Current Charges			69.91
	Previous Balance			
	Payments			

	<b>Account Balance</b>			<b>69.91</b>
	Amount After Due Date:			72.07

**\*\*Note:** Charges are collected by Water Utility for City Public Works Department



To whom it may concern:

2/11/12

My name is Micheal Brown. I recently moved to Sheboygan from Danville, Ill. I have moved up to Sheboygan to find work and to marry my fiancé, who resided here before I came up. I currently reside with her at 611A Bell Ave. in Sheboygan. I have not committed any sex crimes since my first and only one in April 2003. And I can assure you I won't be committing anymore. I respectfully request that my waiver be approved. Thank you so much for your time!

Sincerely,

Micheal D. Brown

Contact# (920)627-9115



FEB 6 '12 PM 2:58

my name is Darnell Johnston and I am  
requesting a waiver to the sexual offender  
residency restrictions.

The address I would like to move  
to is 1112<sup>W<sup>th</sup></sup> 11<sup>th</sup> St Steboyan WI

920-287-8100

Thank you

Darnell Johnston

10-1-19

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FEB 8 '12 PM 2:57

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

SHEBOYGAN COUNTY

KOHLER CREDIT UNION  
850 Woodlake Road  
Kohler, WI 53044,

Plaintiff,

v.

CIRCUIT COURT BRANCH 3  
ANGELA W SUTKIEWICZ  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081  
**12CV0124**

Case No. 12 CV \_\_\_\_\_  
#30404 – Foreclosure

HARIS MACKIC  
a/k/a Haris Enterprises  
f/k/a Haris Enterprises, LLC  
1549 N. 24<sup>th</sup> Street  
Sheboygan, WI 53081,

GINA R. MACKIC  
f/k/a Gina R. Garcia  
1549 N. 24<sup>th</sup> Street  
Sheboygan, WI 53081,

CITY OF SHEBOYGAN  
Department of City Development  
828 Center Avenue, Suite 304  
Sheboygan, WI 53081

Defendants.

SHEBOYGAN COUNTY  
WISCONSIN  
12 FEB -6 P12:47  
CLERK CIRCUIT COURT  
FILED

Cardinal Process Service  
Sheboygan, WI 53083  
City of Sheboygan / Dept  
Served of City Development  
By serving Deputy Clerk  
On 2/8/12 at 2:45 am/pm  
Server Charles [Signature]

**SUMMONS**

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.

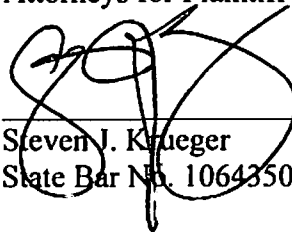
CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, BARB OLM

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 N. Sixth Street, Sheboygan, WI 53081-4612 and plaintiff's attorney, whose address is 122 E. Main Street, P.O. Box 186, Little Chute, Wisconsin 54140-0186. You may have an attorney help or represent you.

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

Dated this 2<sup>nd</sup> day of February, 2012.

VAN LIESHOUT LAW OFFICE  
Attorneys for Plaintiff



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Steven J. Krueger  
State Bar No. 1064350

122 E. Main Street  
P.O. Box 186  
Little Chute, WI 54140-0186  
(920) 788-0800

FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE  
15 U.S.C. SECTION 1692, AS AMENDED

1. Van Lieshout Law Office is a law firm / debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

2. The name and address of the creditor that the law firm represents is:

Kohler Credit Union  
P.O. Box 1487  
Appleton, WI 54912-1487

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due on the debt as of February 2, 2012 was \$78,468.87. Since interest, late charges, and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. If you dispute the validity of the debt, or any portion thereof, you should notify us in writing within thirty (30) days after receipt of this notice, or we will assume the debt to be valid. If we are so notified, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you.

6. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.

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

8. All written requests should be addressed to Van Lieshout Law Office, P.O. Box 186, Little Chute, Wisconsin 54140-0186.

KOHLER CREDIT UNION  
850 Woodlake Road  
Kohler, WI 53044,

Plaintiff,

v.

HARIS MACKIC  
a/k/a Haris Enterprises  
f/k/a Haris Enterprises, LLC  
1549 N. 24<sup>th</sup> Street  
Sheboygan, WI 53081,

GINA R. MACKIC  
f/k/a Gina R. Garcia  
1549 N. 24<sup>th</sup> Street  
Sheboygan, WI 53081,

CITY OF SHEBOYGAN  
Department of City Development  
828 Center Avenue, Suite 304  
Sheboygan, WI 53081

Defendants.

Case No. 12 CV 12CV0124  
#30404 – Foreclosure

CLERK CIRCUIT COURT  
FILED  
12 FEB -6 PM 2:47  
SHEBOYGAN COUNTY  
WISCONSIN

**COMPLAINT**

COMES NOW the plaintiff, by and through its attorneys, Van Lieshout Law Office, and as and for causes of action against the above-named defendants, alleges and shows the Court as follows:

**I. PARTIES**

1. Plaintiff, KOHLER CREDIT UNION (hereinafter referred to as "KCU") is a credit union engaged in the lending business in the State of Wisconsin.

2. Upon information and belief, defendant, **HARIS MACKIC**. (hereinafter referred to as “Haris”), is an adult resident of the State of Wisconsin who is also known as Haris Enterprises and was formerly known as Haris Enterprises, LLC.

3. Upon information and belief, defendant, **GINA R. MACKIC** (hereinafter referred to as “Gina”), is an adult resident of the State of Wisconsin who was formerly known as Gina R. Garcia.

4. Upon information and belief, defendant, **CITY OF SHEBOYGAN**, is a municipal corporation operating and existing under the laws of the State of Wisconsin.

## **II. ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

5. That on or about November 3, 2008, Haris executed and delivered to KCU a Business Note in the original amount of \$38,000.00 (hereinafter referred to as “Note 1” and referred to collectively with the other Note given to KCU as the “Notes”). A copy of Note 1 is attached hereto and incorporated herein by reference as **Exhibit A**.

6. Note 1 provided for timely principal and interest payments by the Haris to KCU.

7. To secure payment of Note 1, Haris and Gina duly executed, acknowledged and delivered to KCU a real estate mortgage dated November 3, 2008 (hereinafter referred to as the “11<sup>th</sup> Street Mortgage”) on real estate commonly known as 1316 S. 11<sup>th</sup> Street, Sheboygan, Wisconsin (hereinafter referred to as the “11<sup>th</sup> Street Property” and referred to collectively with the other real estate granted to KCU as security for the Notes as the “Real Estate”). A copy of said Mortgage is attached hereto and incorporated herein by reference as **Exhibit B**.

8. The 11<sup>th</sup> Street Mortgage was duly acknowledged so as to entitle the same to be recorded, and was duly recorded, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on November 6, 2008 as Document No. 1864177.

9. To further secure payment of Note 1, Haris and Gina duly executed, acknowledged and delivered to KCU an Assignment of Leases and Rents on the 11<sup>th</sup> Street Property. A copy of the Assignment of Leases and Rents is attached hereto and incorporated herein by reference as **Exhibit C**.

10. The Assignment of Rents was duly acknowledged so as to entitle the same to be recorded, and was duly recorded, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on November 6, 2008, as Document No. 1864178.

11. That to further secure the payment of Note 1, Haris executed a Chattel Security Agreement on or about November 3, 2008 in the form and content attached hereto as **Exhibit D** granting KCU a security interest in a 2003 Chevy 3500 Truck (VIN: 1GCHG39U631114797). Said interest in said property has been perfected by a filing with the Wisconsin Department of Transportation in the form and content attached hereto as **Exhibit E**.

12. That on or about September 30, 2004, the Haris and Gina executed and delivered to KCU an Open-End Home Equity Credit Agreement with a credit limit in the amount of \$50,000.00 (hereinafter referred to as "Note 2" and referred to collectively with the other Note given to KCU as the "Notes"). A copy of Note 2 is attached hereto and incorporated herein by reference along with a Home Equity Addendum as **Exhibit F**.

13. Note 2 provided for repayment by the Haris and Gina to KCU.

14. To secure payment of Notes, Haris and Gina duly executed, acknowledged and delivered to KCU a Revolving Credit Mortgage dated September 30, 2004 (hereinafter referred to as the "24<sup>th</sup> Street Mortgage") on real estate commonly known as 1549 N. 24<sup>th</sup> Street, Sheboygan, Wisconsin (hereinafter referred to as the "24<sup>th</sup> Street Property" and referred to collectively with the other real estate granted to KCU as security under the Notes as the "Real

Estate”). A copy of the 24<sup>th</sup> Street Mortgage is attached hereto and incorporated herein by reference as **Exhibit G**.

15. The 24<sup>th</sup> Street Morgage was duly acknowledged so as to entitle the same to be recorded, and was duly recorded, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on October 6, 2004, as Document No. 1746852.

16. To further secure payment of Note 2, Haris and Gina duly executed, acknowledged and delivered to KCU a Real Estate Security Agreement dated September 19, 2007 (hereinafter referred to as the “24<sup>th</sup> Street RESA”) on the 24<sup>th</sup> Street Property. A copy of the 24<sup>th</sup> Street RESA is attached hereto and incorporated herein by reference as **Exhibit H**.

17. The 24<sup>th</sup> Street RESA was duly acknowledged so as to entitle the same to be recorded, and was duly recorded, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on October 6, 2004, as Document No. 1746852.

### **III. DEFAULT**

18. That the defendants have defaulted under the terms of the Notes by not making timely payments to KCU, as a result of failure to pay Note 1 upon maturity, by failing to pay real estate taxes on the parcels subject to KCU’s mortgages, and by failing to provide financial documents to KCU.

19. That on or about November 23, 2011, Cora DeNamur of KCU send a written 30 Day Demand Letter to the defendants. A copy of said letter is attached hereto and incorporated herein by reference as **Exhibit H**.

20. That KCU, at its option as holder of the Notes, has declared the unpaid balances on the Notes immediately payable.

21. That KCU states that there is due and owing to KCU upon the Notes the following amounts as of February 2, 2012:

**Note 1**

Principal Balance	\$35,045.35
Accrued Interest	\$152.18
<b>Total Amount Due</b>	<b>\$35,197.53</b>

**\*\*Interest continues accrue on this loan at a per diem rate of \$7.4411.**

**Note 2**

Principal Balance	\$42,511.88
Accrued Interest	\$759.46
<b>Total Amount Due</b>	<b>\$43,271.34</b>

**\*\*Interest continues accrue on this loan at a per diem rate of \$4.3677.**

22. In accordance with the provisions of the Notes, KCU is also entitled to collect its costs and expenses; including attorney fees, in pursuing this action against the defendants.

**IV. CLAIM No. 1**  
**FORECLOSURE OF REAL ESTATE MORTGAGES**

23. KCU realleges paragraphs 1-21 as if fully set forth herein.

24. The Real Estate consists of two (2) parcels described as follows:

**i. 1316 S. 11<sup>th</sup> Street, Sheboygan, Wisconsin**

1-4 Family Residence that is not owner occupied and cannot be sold in part or parcel without material injury to the parties hereto.

**ii. 1549 N. 24<sup>th</sup> Street, Sheboygan, Wisconsin**

1-4 Family Residence that is owner occupied and cannot be sold in part or parcel without material injury to the parties hereto.

25. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Notes and secured by the Mortgages and RESA.

26. KCU is still the lawful owner and holder of the Notes, Real Estate Security Agreement and Mortgages, which have not been sold or assigned.

27. Pursuant to §846.101 and §846.103, Wis. Stats., KCU waives its right to any deficiency which may remain after the sale of the Real Estate, and expressly elects to accept provision for sale of the 11<sup>th</sup> Street Property upon the expiration of three (3) months from the date of entry of judgment and elects to accept provision for sale of the 24<sup>th</sup> Street Property upon the expiration of six (6) months from the date of entry of judgment.

28. Defendant, City of Sheboygan, may claim some interest in the 11<sup>th</sup> Street Property by way of a Mortgage in the original amount of \$2,438.50 recorded on April 22, 2009 as Document No. 1875685 and a Mortgage in the original amount of \$8,605.00 recorded on April 22, 2009 as Document No. 1875686.

29. That any and all interest of the City of Sheboygan in the 11<sup>th</sup> Street Property is subordinate to the interest of KCU.

30. That the 24<sup>th</sup> Street Mortgage is subject to a Mortgage given to Countrywide Home Loans, Inc. and now owned by Bank of America in the original amount of \$105,135.00 recorded July 15, 2003 as Document No. 1696195.

**V. CLAIM No. 2**  
**REPLEVIN OF COLLATERAL**

31. KCU realleges by reference paragraphs 1 – 30 as if fully set forth herein.

32. That with respect to the personal property described on Exhibit D and E, Haris is the owner of said property.

33. That KCU is the owner of the Note and Security Agreement securing said property.

34. That said interest was perfected by filings with the Wisconsin Department of Transportation.

35. That the interest of KCU in the collateral described is superior to the interest of any other person.

36. That the property is not subject to any lien or tax levy.

37. That under the terms of the above described exhibits, KCU is entitled to replevin of the Collateral and sale of the same in a commercially reasonable manner.

**VI. CLAIM No. 7**  
**ASSIGNMENT OF RENTS**

38. KCU realleges paragraphs 1-37 as if fully set forth herein.

39. The defendants assigned and transferred to KCU the right, title and interest in all rents and revenues which become or remain due, or which were previously collected and remain subject to their control in relation to the 11<sup>th</sup> Street Property.

40. That upon information and belief, certain rents, issues and profits are being realized by the defendants through the use of the 11<sup>th</sup> Street Property.

41. That KCU is entitled to collect said rents, issues and profits during the pendency of this action.

**VII. PRAYER FOR RELIEF**

A. For a finding that Haris and Gina are indebted to KCU for the outstanding amount of the Notes.

B. For the determination of the amounts due to KCU as set forth in this Complaint in addition to such other costs and fees as the court deems equitable;

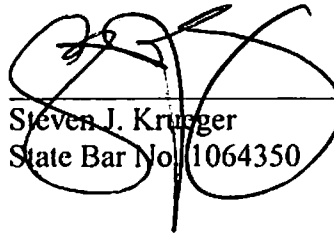
C. For foreclosure and sale of the 11<sup>th</sup> Street Property in accordance with Wis. Stat. § 846.103;

D. For foreclosure and sale of the 24<sup>th</sup> Street Property in accordance with Wis. Stat. § 846.101;

- E. That the defendants, or persons occupying the premises, be enjoined or restrained from committing waste or doing any act that may impair the value of the Real Estate during the pendency of this action;
- F. That the defendants shall have no rights to the Real Estate upon confirmation of the sales;
- G. For a finding that KCU is entitled to replevin and immediate possession of the Collateral granted to KCU as security under the attached Security Agreement;
- H. For an assignment of rents due and owing the defendants from any third parties related to the 11<sup>th</sup> Street Property;
- I. For award of KCU's costs, expenses and actual attorneys' fees; and
- J. For such further and other relief as the Court deems just and equitable.

Dated this 2<sup>nd</sup> day of February, 2012.

VAN LIESHOUT LAW OFFICE  
Attorneys for Plaintiff



Steven J. Krueger  
State Bar No. 1064350

122 E. Main Street  
P.O. Box 186  
Little Chute, WI 54140-0186  
(920) 788-0800

BUSINESS NOTE  
(Use only for business purpose loans)

Boxes checked are applicable.  
Boxes not checked are inapplicable.

Haris Mackic DBA HARIS ENTERPRISES (MAKER) November 3, 2008 (DATE) \$38,000.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Kohler Credit Union ("Lender") at 850 Woodlake Road,

Kohler, Wisconsin, the sum of \$38,000.00, plus interest on the unpaid principal balance, according to the following schedule:

35 equal payment(s) consisting of principal and interest, in the amount of \$315.09 each, beginning on December 11, 2008 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on November 11, 2011.

2. Interest Calculation. This Note bears interest on the unpaid principal balance before maturity:

[Check (a), (b) or (c); only one shall apply.]

(a)  Fixed Rate. At the rate of 7.750% per year.

(b)  Stepped Fixed Rate. At the rate ("Note Rate") of n/a% per year until n/a and n/a% per year thereafter.

(c)  Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus minus n/a percentage points. However, the Note Rate shall not exceed n/a% per year and shall not be less than n/a% per year, and until the first change date described below the Note Rate shall be n/a% per year. The Note Rate shall be adjusted as provided below. The Index Rate is: n/a

The Index Rate may or may not be the lowest rate charged by Lender. The Note Rate shall be adjusted only on the following change dates:

n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

(d) If box (b) or (c) is checked, an adjustment in the Note Rate will result in an increase or decrease in (1)  the amount of each payment of interest, (2)  the amount of the final payment, (3)  the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4)  the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5)  the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6)  n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts.

Interest is computed:

(e)  For the actual number of days principal is unpaid on the basis of  a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year)  a 365 day year.

(f)  For the number of days principal is unpaid on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.

(g)  Past due interest shall bear interest from its due date until paid at the interest rate then in effect for this Note. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate(s)  stated under 2(b) or (c) above, as applicable, plus n/a percentage points  of 18.000% per year, computed on the same basis as the interest rate before maturity. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of  5.00% of the unpaid amount  \$ n/a. Maker agrees to pay a charge of \$ 15.00 for each check presented for payment under this Note which is returned unsatisfied.

4. Prepayment. Full or partial prepayment of this Note  is permitted at any time without penalty  n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.  
THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

OTHER PROVISIONS:

Business tax returns, personal tax returns and personal financial statements from all signers and guarantors are required annually or the note is in default

Haris Mackic DBA HARIS ENTERPRISES (SEAL)

(Type of Organization)

By: [Signature] (SEAL)  
Haris Mackic, Owner

By: (SEAL)

By: (SEAL)

By: (SEAL)

1549 N 24TH STREET

SHEBOYGAN, WI 53081 (920) 458-7214 (PHONE)

FOR LENDER CLERICAL USE ONLY

EXHIBIT

A



SHEBOYGAN COUNTY, WI  
RECORDED ON  
11/06/2008 12:29PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

REAL ESTATE MORTGAGE  
(Use For Consumer or Business Transactions)

Haris Mackic and Gina R. Mackic

RECORDING FEE: 13.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 9  
TRANS # 123154  
# OF PAGES: 2

\_\_\_\_\_ ("Mortgagor,"  
whether one or more) mortgages, conveys, assigns, grants a security interest in and  
warrants to Kohler Credit Union

850 Woodlake Road, Kohler, WI 53044  
("Lender") in consideration of the sum of  
Thirty Eight Thousand and 00/100

\_\_\_\_\_ Dollars  
(\$38,000.00), loaned or to be loaned to Haris Mackic DBA HARIS  
ENTERPRISES

\_\_\_\_\_ ("Borrower," whether one or more) by Lender,  
evidenced by Borrower's note(s) or agreement(s) dated November 3, 2008

Recording Area

Name and Return Address  
Kohler Credit Union

850 Woodlake Road  
Kohler, WI 53044

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on page 2, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5 ON PAGE 2, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

1. Description of Property. (This Property is not \_\_\_\_\_ the homestead of Mortgagor.) 59281 302280  
Parcel Identifier No

The East 55 feet of the South 55 feet of Lot 1, Block 284, Sheboygan Original Plat, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

- If checked here, description continues or appears on attached sheet(s).
- If checked here, this Mortgage is a construction mortgage.
- If checked here, Condominium Rider is attached.
- If checked here, and not in limitation of paragraph 5 on page 2, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and \_\_\_\_\_

3. Escrow. Interest will be paid on escrowed funds if an escrow is required under paragraph 6(a) on page 2.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on page 2, which are incorporated in this Mortgage. The undersigned acknowledges receipt of an exact copy of this Mortgage.

**NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT**

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON PAGE 2, EVEN IF OTHERWISE ADVISED.  
 (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.  
 (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.  
 (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed November 3, 2008  
(Date)

\_\_\_\_\_  
(SEAL)

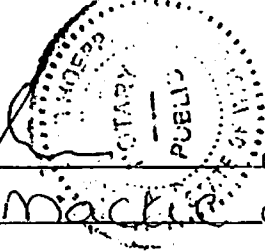
\_\_\_\_\_  
(Type of Organization)

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)



Haris Mackic (SEAL)  
Gina Mackic (SEAL)

----- AUTHENTICATION ----- OR ----- ACKNOWLEDGEMENT -----

Signatures of \_\_\_\_\_

STATE OF Wisconsin  
County of Sheboygan } ss.

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

This instrument was acknowledged before me on November 3, 2008  
by Haris Mackic and Gina Mackic

\_\_\_\_\_  
(Name(s) of person(s))

as n/a  
(Type of authority, e.g. officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or \_\_\_\_\_  
authorized under § 706.06, Wis. Stats.

of n/a  
(Name of party on behalf of whom instrument was executed, if any)

This instrument was drafted by  
Linda Sigler Hoepfner

Linda Sigler Hoepfner  
Linda Sigler Hoepfner

Notary Public, Wisconsin  
My Commission Expires \_\_\_\_\_

**EXHIBIT**

Type or print name in space above

#### ADDITIONAL PROVISIONS

5. **Mortgage or Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage on page 1, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified on page 1, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagee, to any Mortgagee and another or to another guarantor or endorsed by any Mortgagee, plus (c) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagee if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 5(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagee shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and Lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagee and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's satisfaction, Mortgagee is free to select the insurance agent or insurer through which insurance is obtained. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagee fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagee, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagee's equity in the Property), and Mortgagee's obligation to repay Lender shall be in accordance with Section 10.

8. **Mortgagee's Covenants.** Mortgagee covenants

(a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagee's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. If applicable, Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagee for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagee in writing, and Mortgagee shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law.

(b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on page 1.

(d) **Other Mortgages.** To perform all of Mortgagee's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement.

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property.

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to its interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee under this Mortgage or the Obligations.

(g) **Alterations or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment).

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property.

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property, and

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified on page 1.

9. **Environmental Laws.** Mortgagee represents, warrants and covenants to Lender (a) that during the period of Mortgagee's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagee has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagee has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagee to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagee is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagee in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagee shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property; (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property; or (iii) the inspection of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagee shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagee.** If Mortgagee fails to perform any of Mortgagee's duties set forth in this Mortgage with respect to preserving or insuring the Property, Lender may after giving Mortgagee any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, including without limitation signing Mortgagee's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagee.

11. **Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagee fails timely to observe or perform any of Mortgagee's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagee or Borrower and an opportunity to cure are required by § 425.105, Wis. Stats. If applicable, or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagee.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagee conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter ordered into by Mortgagee, together with any and all extensions and renewals of any leases, and all rights which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagee has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11 above, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagee to collect the Rents shall automatically and immediately terminate and Mortgagee shall hold all Rents paid to Mortgagee thereafter in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases, enforce the payment of the Rents and exercise all of the rights of Mortgagee under the leases and all of the rights of Lender under this Mortgage. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any action foregone pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagee agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** 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, Mortgagee agrees to the provisions of § 846.101, Wis. Stats., 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 owned by a tax exempt charitable organization, Mortgagee agrees to the provisions of § 846.103, Wis. Stats., 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.

17. **Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428 Wisconsin Statutes, if applicable, Mortgagee shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Successors and Assigns.** The obligations of all Mortgagees are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagee(s) and their respective heirs, personal representatives, successors and assigns.

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity and its complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

DOCUMENT NO.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 3rd day of November, 2008, by Haris Mackic and Gina Mackic

whose address is 1549 NORTH 29TH STREET, SHEBOYGAN, WI 53081

(the "Assignor"), to Kohler Credit Union whose address is 850 Woodlake Road Kohler, WI 53044

(the "Assignee"), in consideration of an extension of credit to Haris Mackic DBA HARIS ENTERPRISES

whose address is 1549 N 24TH STREET, SHEBOYGAN, WI 53081

("the Borrower").

ELLEN R. SCHLEICHER REGISTER OF DEEDS

RECORDING FEE: 15.00 TRANSFER FEE: EXEMPTION #

STAFF ID 9 TRANS # 123154 # OF PAGES: 3

Recording Area

Name and Return Address Kohler Credit Union 850 Woodlake Road, Kohler, WI 53044

59281 302280

Parcel Identifier No.

FOR VALUE RECEIVED, the Assignor conveys, transfers and assigns to the Assignee the leases set forth in Exhibit "A" attached which lease part of the real estate described in Exhibit "B" attached ("Premises"), together with any and all other leases of space, whether oral or written, of the Premises now or hereafter entered into by the Assignor (the "Leases"), together with any and all extensions and renewals of the Leases, together with any guarantees of the tenants' obligations under the Leases, together with the use and possession of and the right to rent and/or lease any or all furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind now or hereafter available for use by tenants and/or operation of the Premises, together with the immediate and continuing right to collect and receive all rents, income, proceeds, payments and profits arising out of the Leases or out of the Premises ("Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived under the Leases including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of the Leases or the waiver of any obligation or term prior to the expiration date and the return of any insurance premiums and/or ad valorem tax payments made in advance and subsequently refunded, to secure the following ("Secured Debt"):

- a. Payment of Borrower's note(s) or agreements dated November 3, 2008 and payable to the Assignee, including all extensions, renewals and modifications (all called the "Note"), which Note is secured by a mortgage on the Premises from the Assignor to the Assignee dated November 3, 2008 ("Mortgage").
b. All additional sums which are in the future loaned by Assignee to Assignor, to Assignor and another or to another guaranteed or endorsed by Assignor which are secured by the Mortgage.
c. Payment of all other sums with interest becoming due and payable to the Assignee under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.
d. Performance and discharge of the obligations, covenants and agreements of the Assignor under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

THE UNDERSIGNED ASSIGNOR AGREES TO THE TERMS OF THIS ASSIGNMENT AND TO THE ADDITIONAL PROVISIONS ON PAGE 2 WHICH ARE INCORPORATED HEREIN.

(SEAL) (Type of Organization)

By: (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

Handwritten signatures of Haris Mackic and Gina Mackic with circular notary seal.

AUTHENTICATION OR ACKNOWLEDGMENT

Signatures of authenticated this day of by Title Member State Bar of Wisconsin or authorized under § 706.06, Wis. Stats.

STATE OF Wisconsin County of Sheboygan This instrument was acknowledged before me on November 3, 2008 by Haris Mackic and Gina Mackic as n/a (Type of authority, e.g., officer, trustee, etc., if any) of n/a (Name of person on whose behalf instrument was executed, if any)

This instrument was drafted by Type or print name signed above

Linda Sigler Hoopner Notary Public, Wisconsin My Commission November 1, 2009

## ADDITIONAL PROVISIONS

The Assignor agrees, assigns and covenants as follows:

1. **Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by the lessor, to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by the tenants; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases nor borrow against, pledge, or assign any rentals due under the Leases, nor consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee, nor collect prepayment of the rents under the Leases for more than one (1) month in advance or reduce the amount of the rents and other payments under the Leases, nor enter into any additional leases of all or any part of the Premises without the prior written consent of the Assignee.
2. **Protect Security.** At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor under the Leases, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees, in any such action or proceeding in which the Assignee in its sole discretion must appear.
3. **Representations.** With reference to the Leases described in Exhibit "A", the Assignor represents and warrants that: (a) it is the owner of the Leases with full right and title to assign the Leases and the Rents payable under the Leases; (b) the Leases are valid, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or the Rents payable under the Leases; (d) there are no existing defaults under the Leases on the part of any party; (e) no Rents have been waived, or prepaid, discounted, compromised or released; and (f) the tenants have no defenses, set-offs, or counterclaims against the Assignor.
4. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment and not merely a security interest, and the Assignor understands and agrees that it establishes a present and complete transfer of the Leases, Rents and all other items subject to this Assignment. However, the Assignor shall have the license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until a default shall occur under the Mortgage or any other document evidencing the Secured Debt. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.
5. **Assignee's Right to Perform Under Leases.** Should the Assignor fail to perform, comply with or discharge any obligations of Assignor under the Leases or should the Assignee become aware of or be notified by any tenant under the Leases of a failure on the part of the Assignor to perform, comply with or discharge its obligations under the Leases, Assignee may, but shall not be obligated to, and without further demand upon the Assignor, and without waiving or releasing the Assignor from any of its obligations under this Assignment, remedy such failure, and the Assignor agrees to repay Assignee upon demand all sums incurred by the Assignee in remedying any such failure together with interest at the rate then in effect under the terms of the Note. All such sums, together with interest shall become additional Secured Debt, but no such advance shall relieve the Assignor from any default under this Assignment.
6. **Remedies.** Upon or at any time after default in the payment of any Secured Debt or in the performance of any obligation, covenant or agreement in this Assignment or in the Note or Mortgage or any other instrument constituting security for the Note, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Secured Debt or in the Note, Mortgage or any other instrument constituting security for the Note, the license granted Assignor to collect the Rents shall automatically and immediately terminate and the Assignor shall hold all Rents paid to the Assignor thereafter in trust for the use and benefit of the Assignee, and the Assignee may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all the Rents payable under the Leases, enforce the payment of Rents and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee under this Assignment, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; the Assignee may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts that the Assignee deems proper to protect its security with or without taking possession of the Premises; and the Assignee may apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by the Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the lessor's obligations under the Leases and to any Secured Debt all in such order as the Assignee may determine. Any entering upon and taking possession of the Premises, any collection of Rents, and any application of Rents as allowed by this Assignment shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice, nor in any way operate to prevent the Assignee from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Assignment, the Mortgage, the Note, or any other instrument securing the Note.
7. **No Liability for the Assignee.** The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor agrees that nothing in this Assignment and no actions taken by the Assignee under this Assignment, including, but not limited to, the Assignee's approval or rejection of any leases for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor for the Secured Debt. The Assignor waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Assignee under this Assignment.
8. **Assignor to Hold Assignee Harmless.** The Assignor shall indemnify and hold the Assignee harmless from and against any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Secured Debt and the Assignor shall reimburse the Assignee for such amount immediately upon demand, and the failure of the Assignor to do so shall constitute a default under this Assignment and a default under the Mortgage.
9. **Security Deposits.** The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without accrual of interest and shall become the property of the Assignee upon a default under this Assignment or the Mortgage, to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for any such security deposit.
10. **Authorization to Tenants.** The tenants under the Leases are irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed under this Assignment without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default under the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred under this Assignment, the Note, or the Mortgage, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release of the obligation of any such tenants or occupants of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.
11. **Satisfaction.** Upon the payment in full of all Secured Debt as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee or its assigns, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.
12. **Assignee Creditor of the Tenants.** At any time after default in the payment of any Secured Debt or in the performance of an obligation, covenant, or agreement in this Assignment, the Note or the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Secured Debt.
13. **Assignee Attorney-in-Fact.** The Assignor irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, after an event of default as defined in the Note or the Mortgage, to exercise any rights or remedies under this Assignment and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.
14. **Subsequent Leases.** Until the Secured Debt has been paid in full, the Assignor will deliver to the Assignee executed copies of all Leases affecting any part of the Premises and agrees to make, execute and deliver to the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents to the Assignee or that the Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.
15. **General Assignment of Leases and Rents.** The rights and remedies contained in this Assignment are in addition to and shall be cumulative with the rights and remedies given and created in the Mortgage, assigning generally all rents and profits of the Premises, and shall in no way limit the rights and remedies created under the Mortgage.
16. **No Mortgagee in Possession.** Nothing in this Assignment and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."
17. **Continuing Rights.** The rights and powers of the Assignee or any receiver under this Assignment shall continue and remain in full force and effect until all Secured Debt, including any deficiency remaining from a foreclosure sale, is paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee is the purchaser at the foreclosure sale, after a foreclosure sale and expiration of any redemption rights.
18. **Successors and Assigns.** This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Assignor and its successors and assigns including without limitation each and every record owner of the Premises or any other person having an interest in the Premises and shall inure to the benefit of the Assignee and its successors and assigns. As used in this Assignment the words "successors and assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.
19. **Governing Law.** This Assignment is governed by the internal laws of the State of Wisconsin.
20. **Validity Clause.** The intent of this Assignment is to confer to the Assignee the rights and benefits under this Assignment to the full extent allowable by law. The unenforceability or invalidity of any provision in this Assignment shall not render any other provision or provisions in this Assignment unenforceable or invalid. Any provisions found to be unenforceable shall be severed from this Assignment.
21. **Costs of Enforcement.** The Assignor agrees that if, and as often as, this Assignment is placed in the hands of attorneys to defend or enforce any of the Assignee's rights under this Assignment, the Assignor will pay to the Assignee its reasonable costs and other expenses incurred in connection with such enforcement before and after judgment, including without limitation, reasonable attorneys' fees.

**Exhibit "B" to  
Assignment of Leases and Rents [WBA428ALR]**

Dated November 3, 2008

**The East 55 feet of the South 55 feet of Lot 1, Block 284, Sheboygan Original Plat, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.**

**CHATTEL SECURITY AGREEMENT**  
(Business equipment and fixtures and consumer goods  
and fixtures if amount financed exceeds \$25,000.)

Dated November 3, 2008

**1. CREATION OF SECURITY INTEREST**

In consideration of any financial accommodation at any time granted by Kohler Credit Union ("Secured Party") to Haris Mackic DBA HARIS ENTERPRISES ("Borrower"), each of the undersigned ("Debtor", whether one or more) grants to Secured Party a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them ("Obligations").

**2. DESCRIPTION OF COLLATERAL**

2003 Chevy 3500 Truck VIN#: 1GCHG39U631114797

If Checked here, description continues on attached sheet.

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, software used in, and all proceeds of the foregoing, and  unless checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds. If applicable, titled or to be titled in name of Haris Mackic DBA HARIS ENTERPRISES

**3. WARRANTIES**

Debtor warrants and agrees:

- (a) **OWNERSHIP AND USE** - Debtor owns (or with spouse owns) the Collateral, the Collateral is free of all liens, encumbrances and security interests (except Secured Party's security interest), and acting alone Debtor may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for  personal, family or household purposes  business purposes.
- (b) **LOCATION** - The Collateral will be kept at the address set forth below Section 4 or, if not, at:  
  
Such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.
- (c) **NAME AND ADDRESS** - Debtor's exact legal name is as set forth below Section 4. If Debtor is an individual, the address of Debtor's principal residence is as set forth below Section 4. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below Section 4. Debtor shall not change Debtor's legal name or address without providing at least 30 days prior written notice of the change to Secured Party.
- (d) **FIXTURES** - If the Collateral is or is to be attached to real estate, the legal description of such real estate is (include county):

- (e) **ORGANIZATION** - If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 4. Debtor if it is an organization shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Debtor whether or not Debtor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

**4. PERSONS BOUND AND OTHER PROVISIONS**

Each person signing this Agreement is a Debtor. All Debtors are jointly and severally liable under this Agreement. This Agreement benefits Secured Party, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement. THIS AGREEMENT INCLUDES THE ADDITIONAL PROVISIONS ON PAGE 2.

1549 N 24TH STREET  
Address: SHEBOYGAN, WI 53081  
SEE SECTIONS 3(b) AND (c)  
County: Sheboygan  
STATE OF ORGANIZATION

Haris Mackic DBA HARIS ENTERPRISES (SEAL)  
TYPE OF ORGANIZATION  
By: Haris Mackic (SEAL)  
Haris Mackic, Owner  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

Address: \_\_\_\_\_  
SEE SECTIONS 3(b) AND (c)  
County: \_\_\_\_\_  
STATE OF ORGANIZATION

\_\_\_\_\_  
(SEAL)  
TYPE OF ORGANIZATION  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

**EXHIBIT**

(SEAL) D  
(SEAL)  
Page 1 of 2

## 5. ADDITIONAL PROVISIONS

(a) **Maintenance of Collateral.** Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods except as specifically authorized in this Agreement or in writing by the Secured Party and not permit it to be used in violation of any applicable law, regulation or policy of insurance. Loss of or damage to the Collateral shall not affect the liabilities of any Debtor or Borrower under this Agreement, the Obligations, or other rights of Secured Party with respect to the Collateral.

(b) **Insurance.** Debtor shall keep the Collateral, and Secured Party's interest in it, insured for all risks of physical damage to or loss of the Collateral (including loss or damage occasioned by flood if the Collateral includes a building or mobile home on a permanent foundation), under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Secured Party from time to time, and shall furnish satisfactory evidence of such insurance to Secured Party. Subject to Secured Party's satisfaction, Debtor is free to select the insurance agent or insurer through which insurance is obtained. Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance and any premium refund and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of Secured Party, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Each insurance policy shall contain a standard lender's loss payable endorsement in favor of Secured Party, and shall provide that the policy shall not be cancelled, and the coverage shall not be reduced, without at least 10 days' prior written notice by the insurer to Secured Party. Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral or cancel the same after the occurrence of an event of default. If Debtor fails to keep any required insurance on the Collateral, Secured Party may purchase such insurance for Debtor, such insurance may be acquired by Secured Party solely to protect the interest of Secured Party (and will not cover Debtor's equity in the Collateral), and Debtor's obligation to repay Secured Party shall be in accordance with Section 5(e).

(c) **Inspection of Collateral.** Secured Party is authorized to examine the Collateral wherever located at any reasonable time or times; and Debtor shall assist Secured Party in making any such inspection.

(d) **Maintenance of Security Interest.** Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Secured Party's interest in it or rights under this Agreement. Debtor authorizes Secured Party to file Uniform Commercial Code financing statements describing the Collateral and amendments and correction statements to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Secured Party in obtaining control of Collateral and other security for the Obligations for which control may be required to perfect Secured Party's security interest under applicable law.

(e) **Authority of Secured Party to Perform for Debtor.** If Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Secured Party at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(f) **Accounting.** If the extent to which Secured Party's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Secured Party shall retain its security interest in all Collateral regardless of the allocation of payments.

(g) **Default.** Upon the occurrence of one or more of the following events of default:

- (1) **Nonperformance.** Any of the Obligations are not paid when due, or Borrower or Debtor, as applicable, fails to perform, or rectify breach of, any warranty, covenant or other undertaking in this Agreement or in any evidence of or document relating to the Obligations;
- (2) **Inability to Perform.** Borrower, Borrower's spouse, Debtor or a guarantor or surety of any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;
- (3) **Misrepresentation.** Any warranty or representation made to induce Secured Party to extend credit to Debtor or Borrower, under this Agreement or otherwise, is false in any material respect when made; or
- (4) **Insecurity.** At any time Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations or performance under any agreement securing the Obligations is impaired;

all of the Obligations shall, at the option of Secured Party and without any notice or demand, become immediately payable; and Secured Party shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time. With respect to such rights and remedies:

(5) **Repossession.** Secured Party may take possession of Collateral without notice or hearing, which Debtor waives;

(6) **Assembling Collateral.** Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any place reasonably designated by Secured Party;

(7) **Notice of Disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of proposed disposition of the Collateral is reasonable notice;

(8) **Expenses and Application of Proceeds.** Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, before and after judgement, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral (provided, however, Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Secured Party shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Secured Party sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Secured Party actually receives and applies to the unpaid balance of the purchase price of the Collateral; and

(9) **Waiver.** Secured Party may permit Borrower or Debtor to remedy any default without waiving the default so remedied, and Secured Party may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Secured Party shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

(h) **Consumer Debt.** Even though the Collateral may at any time secure a consumer transaction as defined in the Wisconsin Consumer Act ("Consumer Debt") by reason of this or any other agreement, Secured Party may exercise the rights and remedies in the Collateral provided by this Agreement and the Uniform Commercial Code while any Obligation which is not Consumer Debt remains outstanding. If Secured Party disposes of Collateral pursuant to such rights, Secured Party shall hold, as possessory Collateral to secure any unpaid Consumer Debt, subject to the terms of the Wisconsin Consumer Act and any separate consumer security agreement relating to the Collateral, any proceeds in excess of the amount required to satisfy the non-Consumer Debt and the expenses referred to in section 5(g)(8) above.

(i) **Non-Liability of Secured Party.** Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Secured Party's willful misconduct.

(j) **Waiver of Defenses Against Assignee.** Unless otherwise provided in the documents evidencing the Obligations, Debtor shall not assert against any assignee of Secured Party's rights under this Agreement or any evidence of the Obligations any claim or defense Debtor may have against Secured Party.

(k) **Charging Debtor's Credit Balance.** Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Secured Party, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Secured Party and other money now or hereafter owed Debtor by Secured Party and, in addition, agrees that Secured Party may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances Debtor may at any time have with Secured Party or other money now or hereafter owed Debtor by Secured Party.

(l) **Waiver and Consent.** Each Debtor who is not also a Borrower expressly consents to and waives notice of the following by Secured Party without affecting the liability of any such Debtor: (a) the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect a security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Debtor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

(m) **Interpretation.** The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Secured Party as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

**CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION**

T084 10/2004 s.342.20(3)Wis. Stats.

**DEBTOR NAME AND ADDRESS** This lien has been recorded with the Wisconsin Department of Transportation.

MACKIC HARIS  
1549 N 24TH ST  
SHEBOYGAN WI 53081



EXHIBIT

County of Debtor Residence **SHEBOYGAN**

Year	Make	Body Style	Vehicle Identification Number	Secured Party No.	Date Printed
2003	CHEV	VN	1GCHG39U631114797	3619	03/10/07

**SECURED PARTY (LIENHOLDER) NAME AND ADDRESS**

KOHLER CREDIT UNION

E



**Open-End Home Equity Credit Agreement and Truth in Lending Disclosure**

BORROWER 1 NAME (Please Print) <b>HARIS MACKIC</b>	ACCOUNT NUMBER <b>66629000 279</b>	BORROWER 2 NAME (Please Print) <b>GINA R GARCIA</b>	ACCOUNT NUMBER <b>66629000 279</b>
BORROWER 1 ADDRESS <b>1549 N 24TH ST SHEBOYGAN WI 53081</b>		BORROWER 2 ADDRESS <b>SAME</b>	

**CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE**

**INTRODUCTION.** This LOANLINER® Home Equity Plan Credit Agreement and Truth in Lending Disclosure will be referred to as this "Plan". This Plan consists of this Agreement and the accompanying Addendum which is incorporated into and becomes a part of this Credit Agreement and Truth in Lending Disclosure. The words "you," "your," and "Borrower" mean each person who signs this Plan. The words "we," "us," "our," "Lender," and "credit union" mean the credit union whose name appears above or anyone to whom the credit union transfers its rights under this Plan.

**1. HOW THIS PLAN WORKS.** This Plan establishes a revolving line of credit account ("account"). You and the credit union anticipate that you will obtain a series of advances under this Plan from time to time. The maximum amount you can borrow ("credit limit") is disclosed in the Addendum. It is the amount of credit you may borrow, repay all or a portion and re-borrow subject to the terms of this Plan.

**2. PROMISE TO PAY.** You promise to repay to the credit union, or order, all advances made to you under this Plan, plus finance charges, other applicable charges, and costs of credit insurance for which you are responsible under this Plan. You agree to pay the Minimum Payment on or before the due date.

**3. JOINT ACCOUNTS.** If this is a joint account, each of you must sign this Plan and you will be individually and jointly responsible for the promises you make in this Agreement, including paying all amounts owed. This means that the credit union can require any one of you to repay all advances plus applicable finance charges, other applicable charges, and credit insurance costs. Unless the credit union's written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). The credit union can release one of you from responsibility under this Plan without releasing the other(s).

**4. SECURITY INTEREST.** This Plan is secured by a mortgage, deed of trust, security deed, or security agreement (the "security instrument") in your dwelling which is described in the Addendum.

**5. PROMISES IN SECURITY INSTRUMENT.** The security instrument you sign the same day you sign this Plan is incorporated by reference into this Plan. You must keep all the promises you made in the security instrument.

(Continued on reverse side.)

**SIGNATURES**

By signing below you agree that you have read the LOANLINER® Home Equity Plan Credit Agreement and Truth in Lending Disclosure and Addendum and agree to be bound by the terms of the Agreement. You also acknowledge receipt of a copy of this Agreement, and the Home Equity Early Disclosure and handbook entitled "When Your Home is On the Line: What You Should Know About Home Equity Lines of Credit" given to you at the time of application.

**Notice To Vermont Borrowers: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

*Haris Mackic* (SEAL) 9/30/04  
BORROWER 1 SIGNATURE **HARIS MACKIC** DATE

*Carrie Pleasant* (SEAL) 9/30/04  
WITNESS SIGNATURE **CARRIE PLEASANT** DATE

*Gina Garcia* (SEAL) 9/30/04  
BORROWER 2 SIGNATURE **GINA GARCIA** DATE

*Carrie Pleasant* (SEAL) 9/30/04  
WITNESS SIGNATURE **CARRIE PLEASANT** DATE

**CREDIT INSURANCE ENROLLMENT FORM/SCHEDULE**

CUNA Mutual Insurance Society • Madison, WI 53701-0391 • Phone: 800/937-2644

"You" or "Your" means the member and the joint insured (if applicable). A co-signor is not eligible for joint coverage.

Within 15 days after you receive this Certificate, you have the right to return the Certificate to the credit union for cancellation and any premium paid by you will be immediately returned.

Credit insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check "yes" below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.
- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the initial Loan Date. If you are not, you will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

**NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.**

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	COST PER \$100 OF YOUR MONTHLY LOAN BALANCE		COVERED MEMBER (please print)
	YES	NO	
SINGLE CREDIT DISABILITY		X \$240	
JOINT CREDIT DISABILITY		Y \$420	
SINGLE CREDIT LIFE	X		\$075
JOINT CREDIT LIFE		Y \$125	

If you are totally disabled for more than 14 days, then the disability benefit will begin with the 15th day of disability

ACCOUNT NUMBER	GROUP POLICY NUMBER	DATE OF ISSUE OF THE CERTIFICATE	DATE	MEMBER'S DATE OF BIRTH	DATE	JOINT INSURED'S DATE OF BIRTH
	048-0186-5	9-30-2004	9-30-2004	1-30-1967		

INSURANCE MAXIMUMS		DISABILITY	LIFE
MAXIMUM MONTHLY TOTAL DISABILITY BENEFIT		\$ 1,100	N/A
MAXIMUM INSURABLE BALANCE PER LOAN ACCOUNT		\$75,000	\$75,000
MAXIMUM AGE FOR INSURANCE		66	70

DATE 9-30-2004 MEMBER'S DATE OF BIRTH 1-30-1967 DATE JOINT INSURED'S DATE OF BIRTH

*Haris Mackic*  
SIGNATURE OF MEMBER (Be sure to check one of the boxes above)

SIGNATURE OF JOINT INSURED (CO-BORROWER)

APP#35-0498 WI  
CUNA MUTUAL GROUP, 1525 35, 2000 01, ALL RIGHTS RESERVED  
TO ORDER: 1-800-256-5012

CREDIT UNION COPY

**EXHIBIT** F EST104

6. **APPLICATION OF PAYMENTS.** Payments will be applied in the order the credit union chooses to any finance charges, credit insurance costs, and other applicable charges due before being applied to your unpaid balance.

7. **CREDIT LIMIT.** You promise not to request or obtain an advance that will make your balance exceed your credit limit. Your credit limit will not be increased if you exceed your credit limit. If you exceed your credit limit, you agree to repay the excess immediately.

8. **ACCESS DEVICES.** You can obtain credit advances in any manner authorized by the credit union from time to time. Your application for this account also serves as a request to receive any additional access devices which may be available in the future in connection with this Plan. The terms of this Plan will also apply to any future access devices we issue to you for accessing this Plan.

9. **COST OF CREDIT.** The finance charge is the cost you pay for credit. Unless described otherwise on the Addendum, the finance charge on each new advance begins on the date of the advance and continues until the advance has been paid in full. There is no "free ride period" which would allow you to avoid a finance charge. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable periodic rate. The sum of those amounts is the finance charge owed. The periodic rate and corresponding annual percentage rate are disclosed in the Addendum. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any new advances have been added.

10. **ANNUAL PERCENTAGE RATE.** The annual percentage rate under this Plan includes only interest and no other costs. The Addendum shows the current interest rate as a periodic rate and a corresponding annual percentage rate. If the interest rate for this Plan is a variable interest rate the Addendum explains how the variable interest rate works. If we forego an annual percentage rate increase, we may return to the full index and margin at a later adjustment subject to any rate limitations.

11. **OTHER CHARGES.** In addition to finance charges, your account is subject to certain other charges as described in this Plan and the Addendum. The credit union can add any of these other charges to your balance or you can pay them in cash.

12. **CHARGES TO YOUR ACCOUNT.** We may charge your account to pay other fees and costs that you are obligated to pay under this Plan or under the security instrument. In addition, we may charge your account for funds required for continuing property insurance coverage or costs to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your account and pay the delinquent taxes. Any amount so charged to your account will be a credit advance. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

13. **LENDER'S RIGHTS:**

(a) **Termination and Acceleration.** In accordance with applicable law, we can terminate your credit line and require you to pay us the entire outstanding balance in one payment, and charge you certain fees or suspend additional extensions of credit or reduce your credit limit, if any of the following happen:

*For Wisconsin Borrowers Only:*

- (1) You fail to make a required payment when due two times within a twelve month period, or
- (2) Your failure to observe the terms of this Plan materially impairs the condition, value or protection of, or our rights in, the property securing this Plan.

*For All Other Borrowers:*

- (1) You engage in fraud or make a material misrepresentation at any time in connection with this Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition
- (2) You do not meet the repayment terms of this Plan.
- (3) Your action or inaction adversely affects the collateral for this Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the property, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the property, creation of a senior lien on the property without our permission, foreclosure by a prior lienholder, use of the dwelling for prohibited purposes, or taking of the property through eminent domain.

(b) **Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

- (1) The value of the property securing this Plan declines significantly below the property's appraised value for purposes of this Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances
- (2) We reasonably believe that you will be unable to fulfill your payment obligations under this Plan due to a material change in your financial circumstances.
- (3) You are in default of a material obligation of this Plan. We consider all of your obligations to be material. No default will occur until we mail or deliver a notice of default to you
- (4) We are precluded by government action from imposing the annual percentage rate provided for under this Plan
- (5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit
- (6) We have been notified by a regulatory authority that continued advances may constitute an unsafe and unsound business practice

(7) The maximum annual percentage rate under this Plan has been reached.

(8) *For Wisconsin Borrowers Only:* You engage in fraud or material misrepresentation in connection with the Plan.

(c) **Change in Terms.** We may make changes to the terms of this Plan if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of this Plan, or if the change is insignificant (such as changes relating to our data processing systems). We may also change the terms of this Plan in accordance with other reasons, if stated on the Addendum. If this Plan follows an index and the index is no longer available, we will choose a new index and margin. The new index will have an historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

14. **USE OF ACCOUNT.** You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

15. **MEMBERSHIP IN CREDIT UNION.** You must be a member of the credit union to obtain credit advances.

16. **CONFLICTING INSTRUCTIONS.** You agree not to provide conflicting instructions to us regarding your Plan (such as instructing us not to make credit advances to a joint borrower).

17. **PREPAYMENT.** You may prepay all or part of what you owe at any time without any prepayment penalty.

18. **CANCELLATION BY YOU.** You can cancel your right to future credit advances under this Plan, by notifying us in writing. If this is a joint account and one of you cancels future credit advances under this Plan, the cancellation will apply to both of you, unless the credit union gives written notice to one of you that you may continue to obtain advances. Despite cancellation, your obligations under this Plan will remain in full force and effect until you have paid us all amounts due.

19. **TAX CONSEQUENCES.** You should consult a tax advisor regarding the deductibility of interest and charges under this Plan.

20. **STATEMENT AND NOTICES.** On a regular basis the credit union will send a statement showing all transactions on your account during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

21. **TRANSFER OR ASSIGNMENT.** You cannot assign your rights and obligations under this Plan. In spite of any divorce or agreement between joint borrowers, each is responsible for the total amount owed under this Plan. Subject to applicable law, we reserve the right to sell or transfer this Plan to another lender, entity or person, and to assign our rights under the security instrument.

22. **UPDATING INFORMATION.** You promise that you will give us updated financial information and information about matters affecting the title and value of the property securing this Plan. You agree that we may obtain credit reports and appraisals at our option and expense for any reason.

23. **PROPERTY INSURANCE.** You promise to insure the property that secures this Plan, in the amount the credit union requires, against fire and other hazards (including flood insurance if the credit union requires it). You may obtain property insurance from anyone you want that is acceptable to the credit union. We have the right not to accept the insurer for reasonable cause. Subject to applicable law, if you fail to obtain or maintain insurance as required, we may purchase insurance to protect our own interest, add the premium to your balance and/or pursue any other remedies available to us.

24. **CREDIT INSURANCE.** Credit life and/or credit disability insurance is optional under this Plan. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended. The credit insurance rates may change during this Plan. If the rates change, we will provide any notices required by applicable law.

25. **NO WAIVER.** The credit union can delay enforcing any of its rights under this Plan without losing any of its rights.

26. **CONTINUED EFFECTIVENESS.** If the law makes any term(s) of this Plan unenforceable, the other terms will remain in effect.

27. **DUE ON SALE.** You promise to notify the Credit Union immediately if you enter into an agreement to sell or transfer ownership of all or any part of the property securing this account. If you sell or transfer ownership without first obtaining the written consent of the Credit Union, the Credit Union may exercise its rights described in the Security Instrument, including the right to demand immediate payment in full of all sums secured by the Security Instrument.

28. **THE FOLLOWING NOTICE IS REQUIRED BY CALIFORNIA LAW: TRANSFER OF THE PROPERTY.** Subject to applicable law, Lender shall have the right to accelerate: that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

29. **NOTICE TO GEORGIA BORROWERS.** This is an instrument under seal.

30. **NOTICE TO UTAH BORROWERS.** This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

31. **THE FOLLOWING NOTICE IS REQUIRED BY NEW YORK LAW: Default in the payment of this loan agreement may result in the loss of the property securing the loan. Under federal law, you may have the right to cancel this agreement. If you have this right, the creditor is required to provide you with a separate written note specifying the circumstances and times under which you can exercise this right.**



KOHLER CREDIT UNION



HOME EQUITY ADDENDUM

This Addendum is incorporated into and becomes a part of your LOANLINER® Credit Agreement and Truth in Lending Disclosure.

OPENING DATE	MATURITY DATE	CREDIT LIMIT	ACCOUNT NUMBER
9-30-2004	10-15-2034	***\$50,000.00	66629000 279

BORROWER NAME AND ADDRESS	ADDRESS OF PROPERTY SECURING ACCOUNT
HARIS MACKIC AND GINA GARCIA 1549 N 24TH ST SHEBOYGAN WI 53081	SAME

INITIAL DISCOUNTED RATE:  
The initial discounted rate will be in effect until 1/15/2005. If the index goes below the discounted rate, we will lower your rate to the index rate.

ANNUAL PERCENTAGE RATE	MONTHLY PERIODIC RATE
3.75 %	0.312500 %

The current rate that would have applied without the discount is:

INDEX RATE	MARGIN ADDED TO INDEX	ANNUAL PERCENTAGE RATE	MONTHLY PERIODIC RATE
4.5 %	0.00 %	4.5 %	0.375000 %

SCHEDULE OF CLOSING COSTS:

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
HOME TITLE	\$ 50.00		\$
RECORDING FEES	\$ 17.00		\$
FLOOD DET. FEE	\$ 10.00		\$
satisfaction	\$ 11.00		\$
FUTURE SATISFACTION	\$ 11.00		\$

VISA/MasterCard AUTHORIZATION: Upon your request and our approval we will issue you a VISA/MasterCard and/or an ATM card in connection with this Plan. The Card(s) issued to you remain the property of the Credit Union. You may surrender them at any time and you must surrender them upon our request.

RESPONSIBILITY: You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of the Agreement or another agreement you made with the Credit Union.

USING YOUR CARD: You may use your Card to make purchases from merchants and others who accept VISA/MasterCard Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA/MasterCard Cards, and from some automated teller machines (ATMs). To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.

PAYMENT INFORMATION: You can obtain credit advances for 15 years. This period is called the "draw period." At our option, we may renew or extend the draw period. The length of the repayment period will depend upon the balance at the time of the last advance you obtain before the draw period ends. You will be required to make monthly payments during the draw and repayment periods. Your payment will be .50% of the outstanding balance plus FINANCE CHARGES or \$100.00, whichever is greater. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. If the interest rate increases you will be required to make more payments until the balance is repaid.

ATM/DEBIT CARD ACCESS: If we allow you to use your ATM/DEBIT Card to access the LOANLINER® Home Equity Plan, you may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft or possible unauthorized use. If you believe your Card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the Card is used to obtain advances directly from the Plan, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a checking account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit Card.

FINANCE CHARGES: The Finance Charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of cash advances and credit purchases, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance is determined by adding to the outstanding unpaid balance of cash advances and credit purchases at the beginning of the billing cycle and new cash advances or credit purchases posted to your account, and

subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

**PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE:** We will determine the periodic rate and the corresponding annual percentage rate as follows. We start with an independent index, (the "Index"), which is the Wall Street Journal Prime Rate. When a range of rates has been published, the highest rate will be used. We will use the most recent index value available to us as of 10 days before the date of any annual percentage rate adjustment. To determine the periodic rate that will apply to your account, we add a margin, as disclosed above, to the value of the Index. Then we divide this sum by the number of days in a year (365). To obtain the annual percentage rate we will multiply the periodic rate by the number of days in a year (365). This result is the annual percentage rate.

The annual percentage rate can change on the fifteenth day of each month. There is no limit on the amount by which the annual percentage rate can change during any monthly period. The maximum ANNUAL PERCENTAGE RATE that can apply is 18% or the maximum permitted by law, whichever is less.

**TRANSACTION REQUIREMENTS:** The minimum initial advance for the Plan is \$1000.00.

**PLAN MERCHANT DISPUTES:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

**LIABILITY FOR UNAUTHORIZED USE OF CREDIT CARD—LOST OR STOLEN CARD NOTIFICATION:** You agree to notify us immediately, by calling 1-800-236-2442 or writing at 850 Woodlake Road, Kohler, WI 53044, seven (7) days a week, twenty-four (24) hours a day, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your credit card.

**OTHER CHARGES:**

**Late Charges:** If your payment is more than 10 days late we may charge you 5% of the payment or \$\_\_\_\_\_ whichever is greater.

**Annual Fee:** An annual fee of \$ 25 will be charged to your account on January 2<sup>nd</sup> of each year.

**Non-Sufficient Funds Charge:** We will charge you a fee of \$ 25 if you pay your account with an insufficient funds check.

**Over the Credit Limit Fee:** We will charge your account \$ 25 if you exceed your credit limit.

**Stop Payment Fee:** If you order a Stop Payment request on any checks that you write, we will charge you \$ 25.

**Card Replacement Fee:** You will be charged \$ 5 for each replacement card that you request.

**COLLECTION COSTS:** Unless this agreement is subject to the Wisconsin Consumer Act you promise to pay all costs of collecting the amount you owe under this agreement. This includes but is not limited to reasonable attorneys fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

**CHECKING ACCESS:** We may authorize you to obtain credit advances by writing checks on your home equity account. We reserve the right not to honor a check in the following circumstances:

- (a) Your Credit Limit has been or would be exceeded by paying the check.
- (b) Your check is post-dated. If a post-dated check is paid and as a result any other check is returned or not paid, we are not responsible.
- (c) Your checks have been reported lost or stolen. You should notify us at once if your checks are lost or stolen.
- (d) Your check is not signed by an "Authorized Signer", which means a person who signed this Agreement, or has signed a separate signature card for the account.
- (e) Your account has been terminated or suspended as provided in this Agreement.
- (f) The amount of your check is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement.

If we pay any check under these conditions, you must repay us for the amount of the check and any charges permitted by law. The check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in the Agreement is not wrongful dishonor. We may not return the checks along with your periodic statements; however, your use of a check will be reflected on your periodic statement as a credit advance. We do not "certify" checks drawn on your account.

# REVOLVING CREDIT MORTGAGE

WHEN RECORDED, MAIL TO:

KOHLER CREDIT UNION  
905 S TAYLOR DRIVE  
SHEBOYGAN WI 53081

1746852

SHEBOYGAN COUNTY, WI  
RECORDED ON

10/06/2004 02:56PM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 17.00  
TRANSFER FEE:

STAFF ID 5  
TRANS # 50865

# OF PAGES: 4

PARCEL ID NUMBER: 59281 660770

SPACE ABOVE THIS LINE FOR RECORDER'S USE

66629000 279

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 30th day of SEPTEMBER, 2004  
between the Mortgagor, GINA R GARCIA AND HARIS MACKIC, HUSBAND AND WIFE  
(herein "Borrower"),  
and the Mortgagee, KOHLER CREDIT UNION  
a corporation organized and existing under the laws of STATE OF WISCONSIN  
whose address is 850 WOODLAKE RD  
KOHLER WI 53044 (herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;  
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges which may be owing from time to time under the Credit Agreement) shall not exceed FIFTY THOUSAND DOLLARS \*\*\* (\$ 50,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable THIRTY (30) years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
- (3) The performance of the covenants and agreements of Borrower herein contained;

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of \_\_\_\_\_  
SHEBOYGAN, State of Wisconsin:

LOT TWENTY-SIX (26), BLOCK THREE (3), ST THOMAS ESTATES  
SUBDIVISION, IN THE CITY OF SHEBOYGAN, ACCORDING TO THE  
RECORDED PLAT THEREOF.

which has the address of 1549 N 24TH ST  
(Street)  
SHEBOYGAN, Wisconsin 53081 (herein "Property Address");  
(City) (Zip Code)

This property is  is not  the homestead of Mortgagor.

EXHIBIT G

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as N / A

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as N / A

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. **Hazard 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," floods and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, after giving notice to Borrower and opportunity to perform as required by applicable law, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Mortgage at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

18. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

19. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 20 hereof.

20. **Default; Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower fails to meet the repayment terms of the Credit Agreement on two occasions within any twelve month period; or (2) Borrower's failure to observe the terms of this Plan materially impairs the condition, value or protection of, or Lender's rights in, the property secured by this Mortgage. If any Event of Default occurs, then prior to exercising any right or remedy provided for in

this Mortgage and prior to acceleration, Lender shall mail notice to Borrower of Borrower's failure to cure the default as required by law. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees to the extent permitted by the Wisconsin Statutes.

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 Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees to the extent permitted by the Wisconsin Statutes and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.

21. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any, unless applicable law provides otherwise.

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

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

**NOTICE TO CUSTOMER**

- (a) DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.
- (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

*Gina R Garcia* (Seal)  
GINA R GARCIA Borrower  
*Haris Mackic* (Seal)  
HARIS MACKIC Borrower

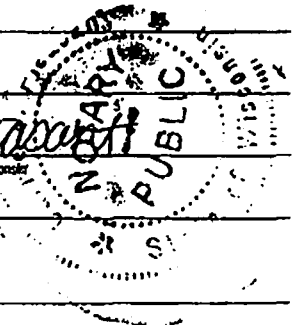
STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this 30th day of September 2004

by GINA R GARCIA AND HARIS MACKIC, HUSBAND AND WIFE  
(person acknowledging)

My Commission expires: 11-25-2007

*Carrie J Pleasant*  
Notary Public, State of Wisconsin  
CARRIE J PLEASANT  
Name



This instrument was prepared by Carrie Pleasant

(Space Below This Line Reserved For Lender and Recorder)

1836546  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
09/25/2007 02:14PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

REAL ESTATE SECURITY AGREEMENT

To induce Kohler Credit Union  
850 Woodlake Road, Kohler, WI 53044 ("Lender")  
to extend credit at any time in any manner or amount directly or indirectly to or for the benefit of  
one or more of the undersigned or at their request, any of which are additional consideration, the  
undersigned ("Customer", whether one or more) jointly and severally:  
1. Represents and warrants that Customer owns (or with spouse owns) real estate ("Property")  
located at 1649 N 24th Street, Sheboygan, WI 53081

RECORDING FEE: 11.00  
TRANSFER FEE:  
EXEMPTION #  
STAFF ID 7  
TRANS # 183654  
# OF PAGES: 1

Sheboygan County, Wisconsin, more completely described as:  
Lot Twenty-six (26), Block Three (3), according to the recorded Plat of St. Thomas Estates, in  
the City of Sheboygan, Sheboygan County, Wisconsin.

Recording Area

Name and Return Address

Kohler Credit Union  
850 Woodlake Road  
Kohler, WI 53044

59281-880770

Parcel Identifier Number  
homestead property.)

(This is \_\_\_\_\_)

If checked here, the description continues or appears on attached sheet(s).  
2. Grants Lender a continuing lien on the Property to secure all debts, obligations and liabilities arising out of all credit previously granted, all credit  
contemporaneously granted and all credit granted in the future by Lender to any Customer, to any Customer and another, or to another guaranteed or  
endorsed by any Customer, if any, to the extent not prohibited by the Wisconsin Consumer Act, if applicable ("Obligations").

3. Covenants and agrees:

- (a) that acting alone Customer may grant a continuing lien on the Property;
- (b) not to sell, mortgage, otherwise convey or encumber the Property on or after this date, and to keep the Property free from all liens and encumbrances;
- (c) not to incur any new indebtedness or increase any outstanding indebtedness secured by any present lien upon the Property other than the lien created  
by this Agreement;
- (d) to pay all taxes and assessments levied against the Property when due, keep all improvements on the Property in good repair and insured to the  
maximum insurable value or the amount of the Obligations, whichever is less, against loss or damage through fire and extended coverage insurance through  
an agent or insurer Customer is free to select and, at Lender's request, exhibit the policies to Lender;
- (e) that should the improvements on the Property be damaged Customer will, at Lender's option, repair or rebuild them or apply the insurance proceeds  
against the Obligations to Lender;
- (f) that if there is a default under any Obligation secured by this Agreement, or Customer fails timely to observe or perform any of Customer's covenants  
contained in this Agreement, then at the option of Lender, each Obligation will become immediately payable unless notice to Customer and an opportunity to  
cure are required by § 425.105, Wis. Stat., if applicable, or the document evidencing any Obligation and, in that event, the Obligation will become payable if  
the default is not cured as provided in that statute or the document evidencing that Obligation or as otherwise provided by law. In the event of a foreclosure  
hereunder Customer agrees to be bound by Secs. 846.101 and 846.103, Wis. Stats., as the same may be amended or renumbered from time to time, and  
Lender may grant, sell and convey the Property at public sale and may make and execute to the purchaser good and sufficient deeds of conveyance pursuant  
to statute. Upon the commencement or during the pendency of any action at law or equity hereunder, the court in which such action is brought may appoint a  
receiver of the Property, including homestead interest, and may empower said receiver to collect the rents, issues and profits of said Property during the  
pendency of such action, and may order such rents, issues and profits, when so collected, to be held and applied as the court may from time to time direct;  
and
- (g) to pay all reasonable attorneys' fees incurred by Lender in enforcing these provisions to the extent not prohibited by the Wisconsin Consumer Act if  
applicable.

4. This Agreement binds Customer(s) and their heirs, personal representatives, successors and assigns and assigns and benefits Lender, its successors and assigns.  
The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by  
federal law. This Agreement is intended by Customer and Lender as a final expression of this Agreement and as a complete and exclusive statement of its  
terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) Do not sign this if it contains any blank spaces.
- (b) You are entitled to an exact copy of any agreement you sign.
- (c) You have the right at any time to pay in advance the unpaid balance due under this Agreement and you may be entitled to a partial  
refund of the finance charge.

(SEAL) Signed and Sealed September 19, 2007 (Date)

Type of Organization

(SEAL) *[Signature]* (SEAL)  
Hans Mackie  
(SEAL) *[Signature]* (SEAL)  
Gina Mackie  
(SEAL) \_\_\_\_\_ (SEAL)  
(SEAL) \_\_\_\_\_ (SEAL)

AUTHENTICATION

ACKNOWLEDGEMENT

Signatures of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
Title: Member State Bar of Wisconsin or  
authorized under § 706.06, Wis. Stats.

STATE OF Wisconsin  
County of Sheboygan } ss.  
This instrument was acknowledged before me on September 19, 2007  
by Hans Mackie and Gina Mackie  
(Name(s) of person(s))

as husband and wife, as survivorship marital property  
(Authority, e.g., officer, trustee, etc., if any)

of \_\_\_\_\_  
(Name of person in behalf of whom instrument was executed, if any)  
*[Signature]*  
Kenneth M. Birch  
Notary Public, Wisconsin  
My Commission Expires \_\_\_\_\_  
08/14/2008

This instrument was drafted by  
Linda Sigler Hoepfner

\*Type or print name signed above.

EXHIBIT H

11/23/2011

HARIS MACKIC  
GINA R GARCIA  
1549 N 24TH STREET  
SHEBOYGAN, WI 53081

## **30 DAY DEMAND LETTER**

RE LOAN ACCOUNT: 66629000 79

Dear Haris Mackic & Gina Garcia:

This letter is to inform you that you are in default of the mortgage you signed on 09/30/2004. The current line of credit has a principal amount of \$42,426.55 with the Kohler Credit Union. This debt is being secured by property located at 1549 N 24TH STREET, SHEBOYGAN, WI 53081 in Sheboygan County. To cure the default you must do the following:

- Pay in full the delinquent amount of \$1,366.40

The above amount must be paid in full within thirty (30) days of this notice.

Failure to cure this default on or before 12/24/2011 may result in the acceleration of the sums secured by the security agreement and also the sale of the property. We can and will use any and all legal means to correct the above default, at the Borrower's expense.

According to the mortgage, we must inform you that you, the Borrower have the right to reinstate after acceleration and also the right to bring court actions to assert the nonexistence of a default or any other defense of the Borrower to acceleration and sale.

Sincerely,

C. DeNamur  
Account Recovery Department  
Phone (920) 783-2377  
Fax (920) 451-3674

LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and Ronald F. Roehl, N7606 Hwy. 42, Sheboygan, WI 53083, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 100 acres of certain agricultural property described as follows:

[SEE ATTACHED LEGAL DESCRIPTION]

2. That the term of this lease shall be for the period from January 1, 2012 through December 31, 2012.

59024-342650/342660/  
342700/342652/342730  
& 342731

Parcel Ident No.

3. That the total rental rate for this parcel of land for 2012 shall be at the rate of sixty (\$60.00) dollars per acre, for a total of six thousand (\$6,000.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2012.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The LESSEE hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The LESSEE agrees to make no improvements of any kind whatsoever in or on the land.

9. The LESSEE hereby agrees that he will not encumber the land or crops growing thereon.

10. LESSEE shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the LESSOR'S written consent therefor.

11. LESSOR may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

**LESSEE**

BY:

\_\_\_\_\_  
Ronald F. Roehl

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SHEBOYGAN (LESSOR)**

BY:

\_\_\_\_\_  
Robert Ryan  
Mayor

ATTEST:

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

Examined and Approved as to  
Form and Execution this \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Stephen G. McLean  
City Attorney

This document is authorized by and in accordance with Res. No.  
11-12.

EXHIBIT A

The NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, T15N, R23E, Sheboygan County, Wisconsin, except that part thereof described as Lot 1 of a certified survey map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ALSO

The SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, T15N, R23E, Sheboygan County, Wisconsin.

ALSO

The E $\frac{3}{8}$  of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 6, T15N, R23E, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the northeast corner of Section 6, T15N, R23E; thence S. 89°-56'-19" W. along the north line of the NE $\frac{1}{4}$  of said Section 6 a distance of 1344.21 feet to the northeast corner of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 6, also being point of beginning; thence from said point of beginning, continuing S. 89°-56'-19" W. along the north line of the NE $\frac{1}{4}$  of said Section 6 a distance of 243.05'; thence S. 0°-56'-25" W. a distance of 889.40' to a one-inch pipe set; thence N. 89°-56'-19" E. a distance of 265.45' to a one-inch iron pipe set on the east line of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 6; thence N. 0°-30'-12" W. along the east line of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 6 a distance of 889.20' to the point of beginning and containing 5.1900 acres of land including therein the north 33' lying in the right-of-way of Playbird Road.

EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1082 Pages 836-837 of Sheboygan County Registry, located in the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin containing 1.98 acres of land and described as follows:

Commencing at the East  $\frac{1}{4}$  corner of Section 6; Thence North 02°43'39" West, 1,661.36 feet along the East line of the Northeast  $\frac{1}{4}$  of Section 6; Thence South 87°16'21" West, 60.00 feet to the Point of Beginning; Thence North 46°15'33" West, 275.86 feet; Thence North 02°43'39" West, 250.00 feet; Thence North 40°48'13" East, 275.86 feet to the West Right-of-Way line of CTH "Y"; Thence South 02°43'39" East, 650.00 feet along said West Right-of-Way line to the Point of beginning.

ALSO EXCEPTING THEREFROM

A parcel of land being part of those lands described in Volume 1062, Page 936 of Sheboygan County Registry, located in the Northeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin containing 1.692 acres of land and described as follows:

Commencing at the East  $\frac{1}{4}$  Corner of Section 6; Thence South 89°03'14" West 33.03 feet along the South line of said Northeast  $\frac{1}{4}$  to the Point of Beginning on the West Right-of-Way line of CTH "Y"; Thence North 02°43'39" West 2730.02 feet along said West Right-of-Way line to the South Right-of-Way line of Playbird Road; Thence South 87°23'20" West 34.03 feet along said South Right-of-Way line; Thence South 47°38'36" East 9.95 feet; Thence South 02°43'39" East 2722.23 feet to the South line of said Northeast  $\frac{1}{4}$ ; Thence North 89°03'41" East 27.02 feet along said South line to the Point of Beginning.

## PERSONAL PROPERTY (GENERAL) SALES AGREEMENT

This Agreement is made and entered into this 31<sup>st</sup> day of August, 2011, by and between **WISCONSIN POWER AND LIGHT COMPANY**, hereinafter referred to as the "Seller" and City of Sheboygan, Wisconsin, at its facilities at 3333 Lakeshore Drive, Sheboygan, Wisconsin, hereinafter referred to as "Buyer."

### 1. PURCHASE AND SALE OF PERSONAL PROPERTY

Seller, in consideration of the prices set forth in Schedule B of this Agreement plus applicable Wisconsin Sales tax and the following mutual promises, the receipt and sufficiency of which is hereby acknowledged, hereby sells, conveys, and transfers to Buyer the personal property, fixtures and equipment as described in the Bill of Sale, a copy of which is attached hereto and incorporated herein by this reference (hereinafter the "Personal Property").

### 2. TITLE AND RISK OF LOSS

Title to any Personal Property sold, along with all risk of loss, destruction, and damage, shall pass to Buyer upon the Buyer taking possession on the date of the Bill of Sale.

### 3. ACCEPTANCE OF PROPERTY

Buyer acknowledges that the loading of the property either in its container or on vehicle(s) constitutes acceptance of the Personal Property and that prior to said acceptance it has had ample opportunity to inspect the Personal Property, has made such inspections as it desires, and that such purchase is made solely in reliance upon such inspection. **Buyer accepts the Personal Property "AS-IS/WHERE IS" with all faults and with no guarantees or warranties.**

### 4. TITLE TO PERSONAL PROPERTY/WARRANTY

Seller warrants that it has good and unencumbered title to the Personal Property sold under this Agreement and will assign to Buyer any right under any manufacturer's warranties that may remain on said property to the extent such rights are assignable, but without any representation or warranty that may be conferred as a result of the assignment. Seller expressly disclaims all other representations or warranties. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### 5. ENVIRONMENTAL ISSUES

If the Personal Property sold contains hazardous substances, Buyer expressly agrees to comply with the terms and conditions set forth in Schedule A of this Agreement.

### 6. RELEASE AND INDEMNIFICATION

Upon acceptance of the Personal Property as described in Section 3 herein, Buyer does hereby release Seller, Seller's officers, directors, employees and agents and agrees to indemnify, save harmless and defend Seller, its employees and agents from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) which Seller, its employees

or its agents may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment or any violation of law arising directly or indirectly out of or in connection with Buyer's use of or disposition of the Personal Property. Buyer also agrees to indemnify Seller as set forth in Schedule A of this Agreement.

**IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS OR LOSS OF ANTICIPATED PROFIT OR REVENUE.**

**7. PERMITS**

Buyer agrees to assume responsibility for any and all permits, licenses, or authority required by any statute, ordinance, regulation or any other applicable law in connection with ownership, use or subsequent sale of any part or item of the Personal Property conveyed to Buyer. Buyer agrees to indemnify and hold harmless Seller from and against any and all liability, cost or expenses, including attorneys' fees, which Seller may suffer as a result of Buyer's failure to comply with all applicable federal, state or local laws, rules, regulations and/or ordinances, including, but not limited to, all requirements of state or federal environmental protection agencies.

**8. INSURANCE**

The Buyer may be allowed to self-insure under this Agreement for protection of the Seller pursuant to the foregoing indemnities. The Buyer shall provide proof of financial responsibility for the foregoing indemnities if requested by the Seller.

**9. TAXES**

Buyer shall be responsible for remitting all out-of-state use tax, if any, to the appropriate taxing authorities.

**10. NOTICES**

All notices given hereunder shall be mailed or delivered to:

**BUYER:**

**CITY OF SHEBOYGAN**  
(Name, title, and address)

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

**SELLER:**

**WISCONSIN POWER AND LIGHT COMPANY**  
Jeanine A. Penticoff  
Director- Energy Efficiency, Account Management and  
Economic Development  
4902 North Biltmore Lane  
Madison, WI 53718

**11. GOVERNING LAW**

Any claims, disputes or other controversies arising out of, or relating to, this Agreement shall initially be submitted to a senior executive from each party for resolution by mutual agreement between the parties. Any mutual determination by the senior executives shall be final and binding upon the parties.

Should the senior executives fail to arrive at a mutual decision as to the controversy within thirty (30) calendar days, then such controversy shall be submitted to a third party mediator, such mediation to be administered in accordance with the procedures established by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules.

Buyer and Seller shall share equally the compensation and expenses of the mediator as well as all fees and expenses imposed associated with transcripts, hearing room rentals, filing fees and administrative costs. Buyer and Seller shall be responsible for their own costs and legal fees, if any.

Should mediation not resolve the matter between the parties within thirty (30) calendar days of submission to mediation, either party may litigate the controversy in the appropriate court. This Agreement shall be governed by the laws of the state of Wisconsin with venue lying in Sheboygan County, Wisconsin.

**12. ENTIRE AGREEMENT**

This Agreement and the attached Schedules constitute the entire Agreement between the parties hereto with respect to the Sale of the Personal Property and this Agreement supercedes any and all previous understandings, oral and written, with respect thereto. This Agreement may be amended only by written instrument signed by the parties hereto.

**13. CONTRACT DOCUMENTS**

The following documents are part of this Agreement.

Bill of Sale

Schedule A - Special Terms and Conditions for Property Containing Hazardous Substances

Schedule B - Price Schedule

**14. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding and inure to the benefit of the parties hereto and their successors and assigns.

**15. COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES**

This Agreement may be executed in counterparts, each of which when executed by the requisite parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the

executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate, receipt of an exact copy hereof being acknowledged by Buyer, on the date hereinabove stated.

By: BUYER  
City of Sheboygan

Title: \_\_\_\_\_  
(Print Name)

**WISCONSIN POWER AND  
LIGHT COMPANY**

By: SELLER  
Jeanine A. Penticoff

Title: Director- Energy Efficiency, Account  
Management and Economic Development

**SCHEDULE A  
SPECIAL TERMS AND CONDITIONS FOR  
PROPERTY CONTAINING HAZARDOUS SUBSTANCES**

As used herein, "Hazardous Substances" means and includes asbestos or any substance containing asbestos, polychlorinated biphenyl's (PCBs), any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste under any Hazardous Material Laws. "Hazardous Material Laws" means and includes any present local, state or federal law relating to public health, safety or the environment including without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Clean Air Act, as amended, 42 U.S.C. §7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. §655 et seq., and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

Buyer agrees to comply with all Hazardous Material Laws and any state and local laws, rules, regulations and ordinances, including, but not limited to all requirements of state or local environmental protection agencies, that relate to any Hazardous Substances contained within the property conveyed herein.

In addition to the indemnity provisions as set forth in Section 6 of the Agreement, Buyer agrees to indemnify, save harmless and defend Seller and its officers, directors, employees and agents from and against any and all liabilities, damages, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement, reasonable attorneys' and expert fees, any decrease in the value of any premises, buildings or other improvements upon the premises of which they are a part, and any diminution in the value of same) which Seller, its employees or its agents may incur, become responsible for, or pay out as a result of any violation of Hazardous Material Laws arising out of, resulting from or relating to the operations, actions, inactions, or delays in acting of Buyer or Buyer's employees or subcontractors which cause or create pollution, contamination or adverse effects on the environment, due to, but not limited to, the disposal, discharge, escape, dispersal, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or Hazardous Substances as defined above, into the atmosphere, or on, onto, in or into the surface or subsurface of soil, groundwaters, or surface waters. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, specifically including costs incurred pursuant to the CERCLA.

**SCHEDULE B  
PRICE SCHEDULE**

Seller agrees to sell to Buyer and Buyer agrees to purchase the parallel generation equipment located at 3333 Lakeshore Drive, Sheboygan, Wisconsin, specifically: Ten (10) 30 kW Capstone Microturbines, Two (2) Cain heat exchangers, exhaust manifolds to connect turbine exhaust stacks to the heat exchangers, One (1) gas treatment system with moisture knock out, gas compression, and carbon filtration for siloxane removal for the sum of ninety-eight thousand five hundred and ninety-five (\$98,595.00). As further consideration of this sale, Buyer agrees to allow Wisconsin Power and Light Company technician's full access without charge or fee to the Utility Protective relay for confirmation or modification of the Utility Protective Relay settings for future continuous parallel generation with the Wisconsin Power and Light Company distribution system.

**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, that Wisconsin Power and Light Company, a Wisconsin corporation, ("Seller"), for and in consideration of the sum of **ninety-eight thousand five hundred and ninety-five (\$98,595.00)** and other good and valuable consideration to it paid by **City of Sheboygan** ("Buyer"), has bargained, sold, granted, transferred, assigned, conveyed, and delivered to Buyer, its successors and assigns, the following described personal property, fixtures and equipment heretofore owned by Seller (collectively the "Personal Property"), **AS- IS WHERE-IS**:

**All parallel generation equipment located at 3333 Lakeshore Drive, Sheboygan, Wisconsin, specifically: Ten (10) 30 kW Capstone Micro turbines, Two (2) Cain heat exchangers, exhaust manifolds to connect turbine exhaust stacks to the heat exchangers, One (1) gas treatment system with moisture knock out, gas compression, and carbon filtration for siloxane removal.**

Terms and conditions for the Personal Property sold under this Bill of Sale are more particularly described in the Personal Property (General) Sales Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2012 between Seller and Buyer.

**TO HAVE AND TO HOLD** the same unto the Buyer, its successors and assigns forever.

**IN WITNESS WHEREOF**, Seller, has caused these presents to be executed by its proper officers this \_\_\_\_\_, of \_\_\_\_\_, 2012.

**SELLER**

BY \_\_\_\_\_  
Jeanine Penticoff

\_\_\_\_\_  
Witness

# City of Sheboygan

#####

## Project: Combined Dispatch

### Capital Costs - Dispatch Center located at City PD Building

---

<u>Capital Item</u>	<u>Capital Cost</u>
Console	\$ 15,981
Console Package	30,000
Positron	35,209
Log Recorder Update	6,220
Update 911 Lines	6,445
IFREN Base Stn &MARC Repeater	10,000
Furniture – Manager Office	3,000
Construction	25,000
<u>Fiber Connection (City Hall to PD)</u>	<u>225,000</u>
 Total	 \$ 356,855

II

Other Matters

20-31

R. O. No. 342 - 11 - 12. By CITY CLERK. January 16, 2011.

Submitting various license applications for the period ending June 30, 2012 and June 30, 2013.

*Law & Co*  
*12/12 - grant all licenses*  
*except hold Kress, Malfavon, Schaeve, Lowell, Billman*  
*2/20/12 - deny Billman, Kress, Loiselle, grant Schaeve, Malfavon*

*Susan Richards*  
City Clerk

CHANGE OF AGENT

Carmen Dolson is being replaced as agent by Sean Pieters for the Sheboygan Yacht Club, License #1353, effective as of 1/10/12

BEVERAGE OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9434	Altmann, Joshua M.	2105 N. 40 <sup>th</sup> St.
6932	Aschenbach, Kimberly A.	1209 S. 8 <sup>th</sup> St.
9439	Ball, Anthony H.	555 Mustang Ln., Fond du Lac
9427	Bedore, Amanda L.	2203 Plymouth Ln.
9438	Billmann, Judith L.	2704 S. 19 <sup>th</sup> St.
9442	Bockin, Mary R.	3111 East Mark Dr.
9431	Burt, Brittany L.	620 S., 8 <sup>th</sup> St., #214
9428	Daehnert, Kristine A.	1413B N. 11 <sup>th</sup> St.
9432	Faust, Aubrey M.	1536B N. 35 <sup>th</sup> St.
9445	Galante, Nicholas R.	4426 Country Meadows Dr.
7613	Klauber-Gordon, Lily A.	N4237 Van Treeck Trail, Sheboygan Falls
9433	Kohlhagen, Scott D.	2606 Union Ave.
9426	Kress, Scott J.	2607 N. 20 <sup>th</sup> St.
7231	Kunstman, Christine	3441 S. 10 <sup>th</sup> St.
9446	Leon, Doris E.	2107 Elm Ave.
8248	Lindsay, Leah M.	2726 S. 11 <sup>th</sup> Pl.
1765	Loiselle, Timothy L.	2025 Folger Ct.
9443	Lopez, Shanna M.	N6116 Center Ave.
9436	Malfavon, Angelica Emilia	6231 Wilson Lima Rd., Oostburg
9429	Ramirez, Donna S.	1004 Huron Ave.
4530	Schaeve, Michael S.	20 Navajo Trl.
8247	Teubert, Abigail A.	222A Prospect Ave.
9437	Valley, Elizabeth K.	7001 Park Place Dr.
9444	Van De Weghe, Jan J.	1412 N. 4 <sup>th</sup> St.
9435	Vanderloo, Jennifer R.	830 N. 10 <sup>th</sup> St., #203

TAXICAB OPERATOR'S LICENSE (June 30, 2012)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9425	Bohlman, Bonnie L.	710 Pennsylvania Ave.
9441	Figueroa, Roberto	1125 Michigan Ave.
6725	Harrison, Renee H.	219 E 1 <sup>st</sup> St., Waldo

II

19-8

R. O. No. 327 - 11 - 12. By CITY CLERK. January 3, 2012.

Submitting a communication from Paul Rutledge, President of Sheboygan Blue Line Association, wishing to submit official notification that they desire to extend their lease upon expiration of the current 10 year term which will expire in 2013. They are also seeking approval from the City to place a mortgage lien on the building and equipment located at 1202 S. Wildwood Ave. in order to purchase and install a new bleacher system that will enhance patron safety and increase seating in the arena.

*Invoice  
Ac + File +  
Extend the lease.  
+ approve borrowing depending  
upon collateral.*

*Lisa Richards*  
\_\_\_\_\_  
City Clerk

7. 2.

1. 1.

III

1938

Handwritten notes

12-21-2011

City of Sheboygan

City Council

828 Center Avenue Suite 100

Sheboygan WI 53081

Sheboygan Blue Line Association , located at 1202 S. Wildwood Ave Sheboygan, WI., wishes to submit official notification that we desire to extend our lease upon expiration of the current 10 (ten) year term which according to the terms in the lease requires notification which will expire in 2013. We continue to serve the community well by hosting Hockey Tournaments, Hockey Games and Skating events that bring in patrons to Sheboygan from around the County and the State. The younger youth levels of the Association are growing in numbers demonstrating an increasing interest in hockey and skating in the area. We have witnessed a steady growth in the number of recreational skaters that the youth of Sheboygan are enjoying and we plan to continue this service to the community as a safe and healthy recreational activity for the area.

In addition to skating the Sheboygan Lakers Ice Center offers our facility for events such as the Sheboygan County Home Builders Association home show, Shriner's Circus, craft fairs, garage sales and a multitude of other events.

In addition to the notification to extend our lease agreement to 2023 we are also seeking approval from the City to place a mortgage loan on the building and equipment located at 1202 S. Wildwood Ave. pursuant to the stipulations of the lease agreement. The loan we are seeking will not exceed \$60,000 and a term greater than 10 years. The purpose of the loan is to purchase and install a new bleacher system that will enhance patron safety and increase seating in the arena which is needed for many of the venues. We have planned in our balanced operating budget to make the loan payment for the term of the loan. However, all fund raising efforts in the 2011-2012 and 2012-2013 seasons are focused on paying off the loan amount and return the association to a "debt free" organization as occurred in 2003 regarding the construction of the existing building.

If you have any questions regarding this request please feel free to contact me. I thank you in advance for your time and attention related to the matters noted above.

Paul Rutledge

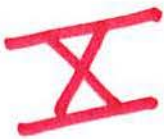
SBLA President

1202 S. Wildwood Ave

Sheboygan, WI 53081

920-912-4466





14-42

Subs. of Subs. of Gen. Ord. No. 40 - 11 - 12. By Alderpersons Roeseler, Sampson, Dekker and Versey. February 20, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the full-time office of Mayor, effective the third Tuesday in April each year:

- 2013 - Start salary at \$60,000 for the 1<sup>st</sup> year
- 2.5% increase per year for the next three years (2014, 2015, 2016)
- 2014 - \$61,500
- 2015 - \$63,038
- 2016 - \$64,613

Section 2. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 3. Health and dental insurance benefits to mirror City-wide non-represented employee benefits.

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

14-45



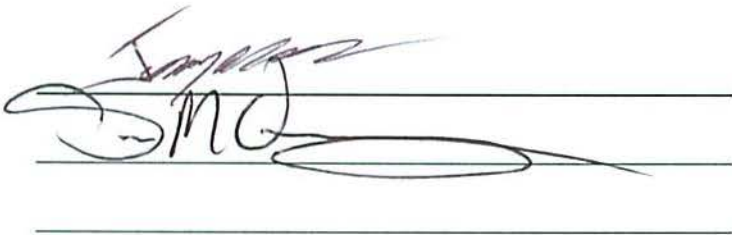
**IX**

20-28

R. C. No. 294 - 11 - 12. By SALARIES AND GRIEVANCES. January 16, 2012.

Your Committee to whom was referred Gen. Ord. No. 40-11-12 by Alderpersons Bohren, Heidemann, Kath and Versey re-establishing the salary schedule for the office of Mayor (full-time); recommends that the attached Substitute Ordinance be passed.

*Versey/Kittelson  
Acc & Ad  
Sub. Ord pass.  
BAWTT:  
Hammond / Bohren  
refer 5 & 6  
roll*

  
\_\_\_\_\_

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

Committee

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

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

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



Subs. of Gen. Ord. No. 40 - 11 - 12. By Alderpersons Bohren, Heidemann, Kath and Versey. January 16, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the full-time office of Mayor, effective the third Tuesday in April each year:

- 2013 - Start salary at \$60,000 for the 1<sup>st</sup> year
- 2.5% increase per year for the next three years (2014, 2015, 2016)

Section 2. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 3. Health and dental insurance benefits to mirror City-wide non-represented employee benefits.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**X**

14-42

Gen. Ord. No. 40- 11 - 12. By Alderpersons Bohren, Heidemann, Kath and Versey. October 17, 2011.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the full-time office of Mayor, effective the third Tuesday in April each year:

<u>Year</u>	<u>Annual Rate</u>
2013	\$45,000
2014	\$46,125
2015	\$47,278
2016	\$48,460

Section 2. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 3. Health and dental insurance benefits to mirror City-wide non-represented employee benefits.

*Salv Grind*

17-75

2

IX

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

James A. Bohrer  
Julie Kath  
Jill

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

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

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

**CITY OF SHEBOYGAN**

**WASTEWATER TREATMENT LEAD PLANT OPERATOR  
Grade L16**

**CODE C08310L**

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Reports to: Wastewater Superintendent

Department: Public Works

Classification: Non-Exempt

Division: Labor

Date: January 2012

Not Approved

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**POSITION SUMMARY:**

Under general supervision of the Wastewater Superintendent, is responsible for the efficient operation, regulation, and maintenance of equipment and facilities located at the Wastewater Treatment Plant and WW Pump/Lift Stations involving the performance of skilled work normally done independently.

Typical Duties: \*Essential Functions (These examples do not list all the duties which may be assigned.)

1. Regulates wastewater flow through the treatment plant and makes adjustments in the process in accordance with prescribed standards.
- 2.\* Inspects motors, bearings, and gear boxes for overheating and maintains proper lubrication.
- 3.\* Collects samples of sewage and effluent at various stages of processing and performs routine physical and chemical analysis, including but not limited to chlorine residual, sulfite residual, ammonia nitrogen concentration, phosphorus concentration, pH, etc....
- 4.\* Analyzes and interprets operational data to determine proper process control.
- 5.\* Performs start-stop functions on a variety of mechanical and electrical equipment and more complex process equipment systems including but not limited to, pumping systems, chemical feed systems, air supply systems, methane gas systems sludge dewatering systems, etc.
- 6.\* Skims and/or cleans process basin walls and water surfaces.
- 7.\* Makes and records meter and gauge readings as may be required. Maintains and interprets logs and prepares written reports pertaining thereto.
- 8.\* Makes normal repairs to equipment and assists in extensive repairs.

- 9.\* The Chief Plant Operator provides guidance and teaches other employees related skills and procedures necessary to operate the wastewater treatment plant and associated equipment.
- 10.\* Fill-in and perform all wastewater laboratory analysis (BOD5, TSS, Phosphorus, Ammonia Nitrogen, Chlorine Residual, Fecal Coliform, pH and all other tests as required by the WDNR in the absence of the Laboratory Technician
11. Insures that equipment, buildings, and grounds are clean and maintained in an orderly manner.
12. May be required to fill in as relief for vacations, sick leave, etc.
13. Performs related duties as required.

**Minimum Qualifications:**

1. High School diploma or GED certificate recognized by the Wisconsin Department of Public Instruction.
2. Seven (7) Years on-the-job experience in the operation of/and principles of wastewater treatment and associated equipment
3. Seven (7) Years on-the-job experience in the operation and maintenance of motors, compressors, pumps, mechanical equipment, and similar mechanical
4. Certification as a Wisconsin Department of Natural Resources Grade IV Wastewater Operator in ALL sub-classes appropriate to the Sheboygan WWTP or ability to obtain in one (1) year. The Wastewater Operators certification may be increased depending on requirements mandated by the WDNR.
6. Ability to work under general instructions and make independent judgments.
7. Knowledge of the methods and principles of the operation of large capacity pumps and related wastewater treatment plant equipment.
8. Knowledge of standard practices, techniques, and principles of water pollution control.
9. Knowledge of and ability to perform laboratory analysis while the Laboratory Technician is absent from work due to vacation, sick leave, or other time off or, when the Lab Tech requires assistance in the lab. Laboratory analysis as required by the WDNR and our WPDES wastewater discharge permit; including but not limited to, BOD5, TSS, Total Phosphorus, Ammonia Nitrogen, Fecal Coliform, pH, etc...
10. Ability to maintain and evaluate records.

11. Ability to inspect sewage plant machinery and mechanical equipment in operation and to detect flaws and defects in operation.
12. Ability to react promptly and effectively in emergencies.
13. Ability to perform manual work involving lifting, climbing, crouching, etc.
14. Ability to establish and maintain effective working relationships.
15. May be required to work shifts, holidays, and week-ends.
16. Must possess a valid Wisconsin Motor Vehicle Operator's license in good standing.

CITY OF SHEBOYGAN

Job Title: Equipment Service Supervisor  
Grade: 7

CODE G081101D

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Reports To: Buildings/Grounds & MVD Supt.      Department: Dept. of Public Works

Classification: Exempt      Division: Non-Represented

Date: 2/13/12      Approved: S & G

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**POSITION SUMMARY:**

Under general direction of the Buildings/Grounds & MVD Supt, supervises the repair, maintenance, and conditioning of motor, mechanical, and construction equipment, is responsible for the operational readiness and preventative maintenance of such equipment/ and performs related work as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- 1.\* Directly supervises the in-shop and field repair, service, and maintenance of vehicles and mechanical equipment, maintaining a high standard of safety and efficiency.
- 2.\* Directly supervises, schedules, plans, lays out, and inspects the work performed by assigned personnel and participates in trouble-shooting work.
- 3.\* Determines and enforces work standards; evaluates worker's performance; and effectively recommends hiring, promotion, demotion, or discipline.
- 4.\* Develops and establishes a preventative maintenance program and system by use of scheduled inspections and tests of equipment and tools.
- 5.\* Initiates cost reduction methods and improved efficiencies.
- 6.\* Prepares recommendations and reports on types of equipment needed and the replacement and procurement necessary to carry out the department's work projects.
- 7.\* Prepares recommended bid specifications and purchase requisitions and insures that a proper inventory of parts is maintained.
- 8.\* Develops, establishes, and conducts a training program for operator's of Public Works motor equipment.
- 9.\* Updates, reviews, and supervises the maintenance of records and reports involving preventative maintenance, repairs, parts, and operational costs; prepares accurate reports and assists with the preparation of the annual budget.
- 10.\* Directs and enforces compliance with all applicable City and department policies, regulations, directives, and safety laws and regulations, and initiates corrective action according to DPW Employee Guidelines.

- 11.\* Daily prepares and forwards to the Buildings/Grounds & MVD Superintendent and Superintendent Parks and Forestry a list of vehicles and equipment showing those units available for usage and those scheduled for repair or maintenance.
- 12.\* Audits the time records of assigned employes and certifies them for payment and spot checks daily equipment rental cards for proper recording to insure maximum revenues for the Motor Vehicle Department.

**\*Essential Functions**

**Minimum Qualifications:**

1. High school diploma or GED Certificate recognized by the Wisconsin Department of Public Instruction and extensive experience in the repair, maintenance, conditioning, and control of motor and mechanical equipment, including at least four years in a supervisory capacity at a large garage or in fleet truck maintenance. Satisfactory completion of formal education beyond high school from an accredited institute with a major in supervision/management may be substituted for supervisory experience up to a maximum of two years on a year-for-year basis.
2. Considerable knowledge of vehicle, mechanical, and construction equipment maintenance; diagnosis and repair, and current preventative maintenance practices.
3. Thorough knowledge of business practices applicable to garage management.
4. Considerable knowledge of the specifications needed to have properly operating vehicles and the ability to determine these specifications for the preparation of bids.
5. Knowledge of City, State, and Federal safety standards and safe work practices as they relate to this department.
6. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employe relations and interdepartmental cooperation.
7. Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.
8. Ability to effectively supervise, plan, coordinate, and lay out the work for employes.
9. A high sense of responsibility and initiative to work independently and productively without supervision and to work from oral and written instructions.
10. Ability to establish and supervise vehicular cost and maintenance cost records and to analyze this information for the purpose of recommending replacement or other alternatives.

11. Ability to develop procedures for the economical operation of the Motor Vehicle Department and for the most efficient and economical use of equipment.

April 1992

Gen. Ord. 188-91-92

Job Code changed from I08840S to I08840D 12/99 to reflect non-represented, exempt status.

**LEASE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:**

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of certain agricultural property described as follows:

59030-454940	S1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 <small>Parcel Ident. No.</small>
59030-454960	S1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2012 through December 31, 2012.

3. That the total rental rate for this parcel of land for 2012 shall be at the rate of sixty (\$60.00) dollars per acre, for a total of one thousand (\$1,800.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2012.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

**LESSEE**

BY: \_\_\_\_\_

David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.