

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

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NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., February 6, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the text of Sheboygan's Official Zoning ordinance. The purpose of the amendment is to repeal and recreate the text of Subsection 15.205(12) of the City of Sheboygan Zoning Ordinance relating to regulations applicable to large scale buildings, so as to include industrial buildings.

SUSAN RICHARDS  
City Clerk

Gen. Ord. No. 57 - 11 - 12. By Alderperson Sampson. December 19, 2011.

AN ORDINANCE repealing and recreating the text of Subsection 15.205(12) of the City of Sheboygan Official Zoning Ordinance relating to regulations applicable to large scale buildings, so as to include industrial buildings.

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

Section 1. Subsection 15.205(12) of the Sheboygan Official Zoning Ordinance, entitled 'Large Scale Buildings', is hereby repealed and recreated to read as follows:

"Section 15.205. Regulations Applicable to All Land Uses.

...

(12) "Large Scale Buildings". All large scale retail, commercial and industrial buildings in excess of 20,000 square feet are subject to the following additional requirements:

- (a) Policy on vacation of existing sites. Where such a building is proposed as a replacement location for a business already located within the city, the city shall prohibit any privately imposed limits on the type of use or reuse of the previously occupied building through conditions of sale or lease.
- (b) In the event a Large Scale Building is vacated, the owner/developer shall submit a plan to the City for the continued maintenance of the property which addresses how the owner/developer will avoid any nuisance violations and/or the owner/developer shall submit a plan to the City which addresses the removal and/or the proposed reuse of the building. This plan must be submitted within twelve (12) months after the vacancy; provide however, the time limit may be extended by the Plan Commission upon showing of good cause.
- (c) Absolute building area cap. No individual retail and/or commercial building shall exceed a total of 155,000 square feet in gross floor area. This cap may be exceeded only by the granting of a conditional use permit.
- (d) Outlots. All buildings on outlots shall be of architectural quality comparable to the primary structure as determined by the Architectural Review Board."

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.

APPLICATION FOR PRIVATE WELL PERMIT

Sheboygan, Wisconsin Original Application Date: 02/12/1996  
Parcel: 355020

1. Location of Structure 4428 S. 8TH ST.  
2. Owner SENKBEIL, CHAD L. Phone 208-9523  
Address 4428 S. 8TH ST. SHEBOYGAN, WI 530

\*\*\*\*\*

- 1. Is property served by public water system? Yes X No
2. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.
3. List proposed use of well: Lawn Sprinkling
4. Duration of permit requested (not to exceed 5 years): 5 years

Note: Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.

The Applicant recognizes the following:

- 1. The granting of this permit does not mean that the City has determined that the well or water taken from it are safe or in conformity with any rules or regulations thereon.
2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.
3. The City assumes no responsibility in regards to monitoring water taken from it.
4. This Well Operation Permit is only valid for five (5) years from its being granted, except as provided for above.

\*\*\*\*\*

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SPECIFIED ABOVE.

[Signature] Date: 1-17-12
Applicant's Signature

DATE CITY PLUMBING INSPECTOR INSPECTED TO VERIFY NO CROSS CONNECTION BETWEEN PIPING OF THE PUBLIC WATER SYSTEM AND THE PRIVATE WELL.

[Signature] Date: January 17, 2012
Plumbing Inspector

DATE PRESENTED TO THE COMMON COUNCIL: / /
APPROVED: DENIED:

APPLICATION FOR PRIVATE WELL PERMIT

Original Application Date: 06/11/15  
SHEBOYGAN, WISCONSIN  
Parcel: 252020

1. Location of Structure: 4488 S. 5TH ST.  
2. Owner: SEIBEL, CHAD L. Phone: 928-7283  
Address: 4488 S. 5TH ST. SHEBOYGAN, WI 53081

3. Is property served by public water system? Yes  No   
4. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.

5. List proposed use of well: Lawn sprinkling  
6. Duration of permit requested (not to exceed 5 years): 5 years  
7. Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.

The Applicant recognizes the following:  
1. The granting of this permit does not mean that the City has determined that the well or water taken from it is safe or in conformity with any rules or regulations thereon.  
2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.  
3. The City assumes no responsibility in regards to monitoring water taken from it.  
4. This Well Operation Permit is only valid for five (5) years from the date being granted, except as provided for above.

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE.

Applicant's Signature: [Signature]  
Date: 1-17-15

DATE CITY PLUMBING INSPECTOR INSPECTED TO VERIFY NO CROSS CONNECTION BETWEEN RIPPING OF THE PUBLIC WATER SYSTEM AND THE PRIVATE WELL.  
[Signature]  
Date: January 17, 2015

DATE PRESENTED TO THE COMMON COUNCIL: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_

APPLICATION FOR PRIVATE WELL PERMIT

Sheboygan, Wisconsin

Original Application Date: 02/12/1996

Parcel: 355020

1. Location of Structure 4428 S. 8TH ST.

2. Owner SENKBEIL, CHAD L. Phone 208 9523

Address 4428 S. 8TH ST. SHEBOYGAN, WI 530

\*\*\*\*\*

- 1. Is property served by public water system? Yes  No
- 2. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.
- 3. List proposed use of well: Lawn Sprinkling near Richard's
- 4. Duration of permit requested (not to exceed 5 years): 5 years

Note: Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.

The Applicant recognizes the following:

- 1. The granting of this permit does not mean that the City has determined that the well or water taken from it are safe or in conformity with any rules or regulations thereon.
- 2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.
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Date: 1-17-12

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Plumbing Inspector

Date: January 17, 2012

DATE PRESENTED TO THE COMMON COUNCIL: / /

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_



3303 Paine Avenue, Sheboygan, WI 53081  
(920) 459-2500 \*\* (800) 413-7225 \*\* Fax (920) 459-2503  
custserv@cardinalenvironmental.com

Attn: Jason  
Complete Water, Inc.  
P.O. Box 216  
Hingham WI 53031

## Laboratory Report

Owner of Well:	Chad Senkbeil	Sample Number	37697 <sup>3</sup>
Address:	4428 South 8th Street	Date Collected:	12/7/2011
City, State:	Sheboygan, WI 53081	Date Received:	12/7/2011
		Collected By:	Jason
		Source of Water:	Private Well
		Unique Well #:	

**RESULTS:** Bacteriologically: **SAFE**  
Total Coliform <1 col/100mL

Additional Testing:

Comments:

A "SAFE" report indicates that coliform bacteria were absent in the water at the time of sampling. However, wells and other water systems may not continue to be safe if they are subject to pollution through faulty construction.

Note: <1 (less than 1) = 0

An "UNSAFE" report indicates that coliform bacteria were present in the sample.

*Amanda Hessel*  
Authorized Signature

12/8/11  
Date

Notice: Information requested on this form is required by the Department for any private water supply treatment application filed pursuant to chs. 280 and 281, Wis Stats. Personally identifiable information collected is not intended to be used for any other purpose. The department recommends the use of this form for inspections of well and pressure systems and also recommends that inspections be performed by licensed well or pump installers. Use of this form does not imply DNR approval for the well and pressure system. After the pressure tank DWD (Department of Workforce Development, formerly DILHR) plumbing rules apply. Inspection fees may vary.

<b>1. General</b>		
Inspection Requested By <i>Chad Senkbeil</i>	Telephone Number <i>208-9523</i>	
Mailing Address <i>4428 S. 8th St.</i>		
City, State, ZIP Code <i>Shelbyville, WI 53081</i>		
Owner's Name <i>JAME</i>	Telephone Number	
Mailing Address		
City, State, ZIP Code		

<b>2. Location Information</b>	County of Water System Location <i>Shelbyville</i>	<i>S. 8TH STREET</i>	
Grid or Street Address or Road Name and Number (if available) <i>4428 S. 8th Street</i>		<b>3. Source Information</b>	
		Source <input checked="" type="checkbox"/> Drilled <input type="checkbox"/> Driven Point <input type="checkbox"/> Dug <input type="checkbox"/> Spring	
		<input type="checkbox"/> Jetted <input type="checkbox"/> Other _____	
Subdivision Name	Lot #	Block #	Well serves _____ # of homes and/or <i>outside spigots only</i> <small>(Ex. barn, restaurant, church, school, industry, etc.)</small>
Gov't Lot #	1/4 1/4	1/4	Section Township Range E/W
	<i>NE</i>	<i>SE</i>	<i>R 15 N 23 E</i>
Wisconsin Unique Well No.		High Capacity Well <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	High Capacity Well <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>4. Well Data</b>	From <input type="checkbox"/> Well Construction Report <input checked="" type="checkbox"/> Pump Installer <input checked="" type="checkbox"/> Measurement	Constructed by <i>Hysick</i>	Approximate year well constructed <i>1977</i>
Well Location:	<input checked="" type="checkbox"/> Outside <input type="checkbox"/> In Basement <input type="checkbox"/> In Pit/Alcove <input type="checkbox"/> In Craw Space <input type="checkbox"/> In Building <input type="checkbox"/> In Pumphouse		
Casing Diameter <i>6</i> (inches)	Well Terminates <input checked="" type="checkbox"/> Above the <input type="checkbox"/> Floor <input checked="" type="checkbox"/> Outside Grade	Casing Material <i>steel</i>	Well Depth (ft) (if known)
Well Located in Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Well Properly Separated From Contamination Sources: On Well Property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Well Properly Separated From Contamination Sources: On Neighboring Property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	

<b>5. Pump Data</b>	Location: <input checked="" type="checkbox"/> In Well <input type="checkbox"/> In Basement <input type="checkbox"/> In Pit/Alcove <input type="checkbox"/> In Craw Space <input type="checkbox"/> In Building <input type="checkbox"/> In Pumphouse			
Pump Name & Type <i>Super Sub - submersible</i>	Age <i>1977</i>	Pipe Material in Well <i>galvanized</i>	Method of Discharge <i>pitless</i>	Cross Connections
Pump Installer's Name <i>Hysick Well Drilling</i>	Amp Draw <i>5.9</i>	Pipe Material Before Pressure Tank <i>poly &amp; galvanized</i>	Water Quality Characteristics <i>some iron</i>	
Pumped At GPM <i>5</i> for <i>12</i> Hours	Horsepower <i>1/2</i>	Cap type <i>aluminum</i>	Vermine Proof? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Water Treatment Equipment <i>none</i>
Pressure Tank Type & Size <i>Well X-trol 250</i>	Voltage <i>240</i>	Wires enclosed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Bactl Sample Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Where Sampled? <i>outside spigot</i>

<b>6. Conclusions &amp; Recommendations</b>	Water system working correctly? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visible portions comply with ch. NR 812 in effect at time of installation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Well abandonment needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Variance exists? <input checked="" type="checkbox"/> No (Describe) <input type="checkbox"/> Not Needed
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The information on this form lists facts and conditions of the visible portions of the well and pressure system at the time of inspection and does not imply or guarantee any kind of warranty. It is a statement of the opinion of the inspector regarding the compliance and operation of the system at the time of inspection.

Comments or Repairs Needed: *No cross connections to city water were found at the time of the well inspection*

Inspector's Name <i>Jason Eving</i>	Telephone Number <i>(920)564-2523</i>	DNR License Number <i>7107</i>	Date Signed <i>12/8/11</i>
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February 11, 2011

SENKBEIL, CHAD L.  
4428 S. 8TH ST.  
SHEBOYGAN, WI 53081

RE: 4428 S. 8TH ST.

Dear Property Owner:

City records indicate that the property located at the above address had a well permit that was granted on February 12, 1996. This permit had a 15 year duration and will now expire on February 12, 2011.

The Municipal Code requires all wells in the City of Sheboygan to have a current well permit. If the well is no longer in use it must be sealed per NR 812.26. In order to renew your permit you must submit proof of a safe water sample and a letter from a State Licensed Pump Installer that the well complies with NR 812 of the Wisconsin Administrative Code. After obtaining a safe sample and letter from the installer, I need to inspect the interior plumbing to insure that the well is only connected to the outside faucets.

Sealing the well or renewing your well permit is mandatory and shall be completed no later than the last day of January, 2012.

It is the responsibility of the homeowner to contact our office at (920)459-4081 when the required work has been completed and to schedule an inspection.

Please note that future permit renewals will be limited to a duration period of 5 years, per the DNR Well Code.

Sincerely,

Dan Binversie  
Plumbing Inspector

BUILDING INSPECTION

CITY HALL  
828 CENTER AVE., STE. #105  
SHEBOYGAN, WI  
53081-4442

920/459-4064  
FAX 920/459-0210

# II

Other Matters

20-32

R. O. No. 341 11 - 12. By DEVELOPMENT MANAGER. January 16, 2012.

Submitting a request from Chad Pelishek, Development Manager, to allow U.S. Army Corp of Engineers and their consultant, Ecology and Environment, Inc, at no cost to the City, to prepare an invasive species control and management plan (ISCMP) which will be inclusive of specific measures to target the invasive species present at the Schuchardt Property.

These measures will likely fall into four general categories: mechanical review, chemical treatment, biological control organisms, and habitat modification. The ISCMP will also include a discussion linking habitat restoration activities at the site and the overall beneficial use impairment (BUI) delisting process, as it relates to the larger Sheboygan Area of Concern.

City Plan

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Development Manager



Mr. Phil Ninnemann  
1804A S. 17th St.  
Sheboygan, WI 53081

JAN 13 '12 PM 1:50

Toward the last part of the week ending January 7th 2012, I found out about the Ordinance amending the City of Sheboygan Municipal Code so as to create Section 26-46 relating to the registration of vacant buildings. This General Ordinance NO 49-11-12 as well as Gen.Ord NO 51-11-12 were passed by the Common Council on December 5, 2011.

Yet, I was never informed by the CITY OF SHEBOYGAN of this new ordinance. This is totally unacceptable and shows a disregard for the rights of the people to be in compliance with the law in a timely fashion.

With the amount of taxes collected by the CITY OF SHEBOYGAN, the CITY can surely find a way to get this information to the TAXPAYER directly soon after passing the ordinance.

This is especially important since any 'VIOLATION' or 'FAILURE TO REGISTER' causes such severe 'PENALTIES' to the property owner.

Also, Number (4) under Owner Responsibilities which requires posting signs on the building is not a good idea. The posted sign gives notice to those elements in our society likely to do "vandalism, arson, and drug crimes" that the property is



vacant and thus the owner/caretaker is not on the premises. It also informs that unsavory element where the owner lives. Furthermore, the posting of NO TRESPASSING is unnecessary as the law makes that illegal as it is written. My vacant property is well maintained and has the appearance of someone living in it. To be required to give notice to the criminal element of its vacant status infringes on my right to keep the premises secure.

Robert Vinnemann

1-13-12



II

20-20

R. O. No. 346- 11 - 12. By CITY CLERK. January 16, 2012.

Submitting a communication from Phil Ninnemann regarding his concerns about the ordinances that passed about the registration of vacant properties.

~~PP+5.~~  
file

Lisa Richards  
City Clerk

I

20-15

Com. No. 16 - 11 - 12. January 16, 2012.

Submitting a communication from Carol Wheeler regarding her concerns over various issues in the City such as a possible casino and the issuing of parking tickets.

Presented to the Common Council by Alderperson



Dekker

~~PP+S~~  
+  
P.W.

File

## Richards, Sue

---

**From:** Alderperson Jeremy Dekker  
**Sent:** Tuesday, January 10, 2012 7:35 PM  
**To:** Richards, Sue  
**Subject:** FW: My contact info

Sue,  
Could you please have this letter referred to public protection and safety as well as public works.  
Thank you  
Jeremy

---

**From:** Alderperson Jeremy Dekker  
**Sent:** Tuesday, January 10, 2012 7:34 PM  
**To:** Carol Wheeler  
**Subject:** RE: My contact info

Carol,  
Thank you for your letter of communication and hopefully with concern number one, I was able to explain and clear a little of the concerns you brought up. As far as concern number two, I think you brought up some good points and can understand your frustration. I am going to have your communication referred to the public protection and safety committee as well as the public works committee for further review and maybe a possible solution.  
Thank you

Alderman Jeremy Dekker  
1444 South 20th Street  
(920)207-4536  
Council President  
Vice Chairman of Public protection and safety Salary and grievance committee Industrial development committee

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**From:** Carol Wheeler [cwheeler293@sbcglobal.net]  
**Sent:** Tuesday, January 10, 2012 7:25 PM  
**To:** Alderperson Jeremy Dekker  
**Subject:** My contact info

I forgot to add my contact information on the last email about the casino and parking problems.

Carol Wheeler  
2846 Rammer Ct.  
sheboygan  
(920)451-0338

Thank you for your time on the phone. Let me briefly state my concerns here:

1. I am strongly opposed to a casino in Sheboygan. I hear many people, including the Press editor, saying it will be good for economy. I think they don't realize that the reason the tribe wants to build a casino is because THEY MAKE MONEY. There is a net flow of money from our community to them. This is not a local business we are talking about. While it is true there may be some additional jobs and a few Chicago people may come to play (Milwaukee and Green Bay already have casinos so don't expect our casino to be a big draw

from those communities) , I believe in the over all picture, money will actually flow out of our community. To most, the gambling is an affordable pastime but to some it becomes an addiction, leading to bankruptcy, embezzlement, etc. Blue Harbor may think it will be good for business but it is our citizens who will end up suffering for it. Many studies have been done that show gambling has a detrimental effect on society.

2. Parking tickets! There are three big problems that should be fixed, in sufficient signage or notifications, unnecessary ticketing by police, and a city attorney who does not show any sympathy or understanding.

I recently was ticketed and have an appointment to see the city attorney. Normally I park in the driveway but the mother of my daughter's friend had her alternator go out just a block from our house.

I moved our cars into the street so we could push her car into our drive and charge the battery. So overnight we get two tickets for being on the wrong side of the road. (that's what I get for being a good samaritan) We live on a wide col du sac and there was no snow. I had no idea winter parking rules applied to our street. If I had, I certainly could have parked in front of the neighbor's house. It seems completely absurd to me that these rules should be enforced on col du sacs like ours, especially when there is absolutely no snow.

a. I am told that it is posted in the press, on the website, and on signs entering the city. Have you ever read those signs going past at 25, 35, 45, mph???? We live in a neighborhood where people don't park in the street overnight so I have not observed people moving their cars around in our neighborhood. How can you hold someone responsible when you don't have proper signs up around town.. What about near gas stations, post office, etc? Is there even one up in the DMV? What about people visiting from out of town, or those just moving here? I talked to my children's drivers ed teacher and he said teaching the winter parking rules is not in the curriculum. So none of my three children have ever known there is an odd/even rule about winter parking.

b. Perhaps the police department sees this ticketing as a source of revenue for the city instead of seeing that our streets are plowed and safe for driving. That seems to be the thinking here. Why ticket people on a wide col du sac, when there is no snow at all?

c. The attorney should see that if someone is concerned enough to make an appointment and come in to plead their case that there may be grounds to waive the tickets in certain situations. Come on, have a heart.

In closing let me relate a story a friend from Sheboygan Falls told me. The alternator in her car went out. She was parked on the street in front of her house. There was no snow. Being conscientious, she called the police department to explain the situation. They said there would be no concessions made. The next morning there was a ticket on her car. She went in to plead her case. She was told she had to pay the ticket.

This is the way our police department and city hall treats its citizens. It seems if Sheboygan is concerned about attracting people to the city, they should treat their citizens a bit more fairly.

II

17-29

R. O. No. 301 - 11 - 12. By CITY CLERK. December 5, 2011.

Submitting a communication from Dr. Matthew Driscoll of James Madison Elementary School requesting the following:

- Make David Ave. a one-way street between S. 22<sup>nd</sup> and S. 24<sup>th</sup> St. from east to west
- Place crossing guards at the intersections of S. 22<sup>nd</sup> and David Ave. and S. 22<sup>nd</sup> and Georgia

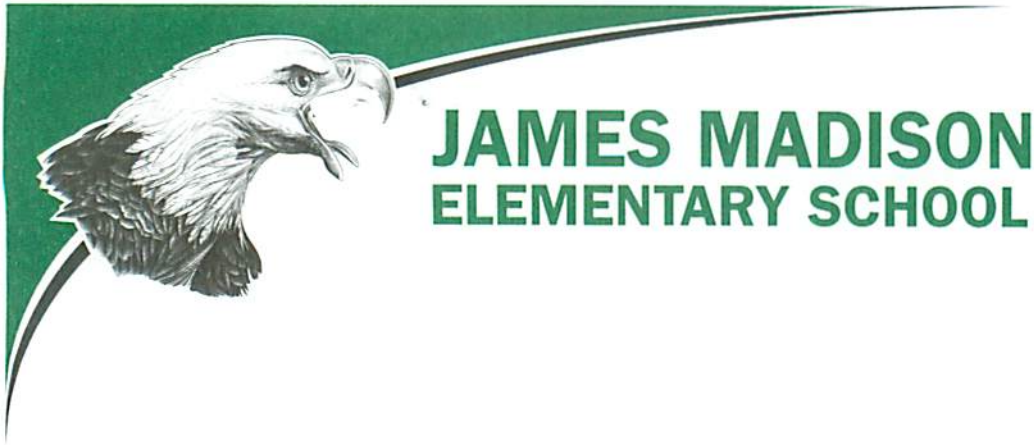
~~PP+5~~  
Jill

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

DEC 1 '11 AM 11:41

Matthew R. Driscoll, Ed.D.  
Principal

2302 David Avenue  
Sheboygan, Wisconsin 53081  
Ph. (920) 459-3585  
Fax: (920) 459-3589



November 29, 2011

City Clerks Office  
828 Center Ave # 100  
Sheboygan, WI 53081-4442

To whom it may concern:

I, Dr. Matthew Driscoll, Principal of James Madison School 2302 David Avenue, am writing to respectfully request that I be placed on the *Public Protection and Safety Committee's Agenda* as soon as possible.

The topics I would like to discuss are the same as I discussed with the committee about six years ago, but my requests were denied. My requests remain the same:

- 1) **Make David Ave. a One-Way Street between S. 22<sup>nd</sup> and S. 24<sup>th</sup> street from East to West.**
- 2) **And place City Crossing Guards at the intersections of S. 22<sup>nd</sup> and David Ave. and S. 22<sup>nd</sup> and Georgia Ave.**

I am again bringing this topic to your committee's attention due to the recent tragedy of a student being struck and killed at Tower Academy.

As the principal of the school, I have the utmost concern that all of my students are safe. Therefore, I have had the Sheboygan Police Department come and watch the traffic flow and speed of vehicles around my school in the a.m. and p.m. on several occasions, and have witnessed them issue several citations.

Please place me on your agenda as soon as possible so I can discuss what I and many of my parents feel are unsafe conditions on the above mentioned streets.

Sincerely,

Dr. Matthew Driscoll



I

20-15

Com. No. 16 - 11 - 12. January 16, 2012.

Submitting a communication from Carol Wheeler regarding her concerns over various issues in the City such as a possible casino and the issuing of parking tickets.

Presented to the Common Council by Alderperson

  
Dekker

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p.w.  
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file

**Richards, Sue**

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**From:** Alderperson Jeremy Dekker  
**Sent:** Tuesday, January 10, 2012 7:35 PM  
**To:** Richards, Sue  
**Subject:** FW: My contact info

Sue,  
Could you please have this letter referred to public protection and safety as well as public works.  
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Jeremy

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**To:** Carol Wheeler  
**Subject:** RE: My contact info

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Thank you

Alderman Jeremy Dekker  
1444 South 20th Street  
(920)207-4536  
Council President  
Vice Chairman of Public protection and safety Salary and grievance committee Industrial development committee

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sheboygan  
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I recently was ticketed and have an appointment to see the city attorney. Normally I park in the driveway but the mother of my daughter's friend had her alternator go out just a block from our house.

I moved our cars into the street so we could push her car into our drive and charge the battery. So overnight we get two tickets for being on the wrong side of the road. (that's what I get for being a good samaritan) We live on a wide col du sac and there was no snow. I had no idea winter parking rules applied to our street. If I had, I certainly could have parked in front of the neighbor's house. It seems completely absurd to me that these rules should be enforced on col du sacs like ours, especially when there is absolutely no snow.

a. I am told that it is posted in the press, on the website, and on signs entering the city. Have you ever read those signs going past at 25, 35, 45, mph???? We live in a neighborhood where people don't park in the street overnight so I have not observed people moving their cars around in our neighborhood. How can you hold someone responsible when you don't have proper signs up around town.. What about near gas stations, post office, etc? Is there even one up in the DMV? What about people visiting from out of town, or those just moving here? I talked to my children's drivers ed teacher and he said teaching the winter parking rules is not in the curriculum. So none of my three children have ever known there is an odd/even rule about winter parking.

b. Perhaps the police department sees this ticketing as a source of revenue for the city instead of seeing that our streets are plowed and safe for driving. That seems to be the thinking here. Why ticket people on a wide col du sac, when there is no snow at all?

c. The attorney should see that if someone is concerned enough to make an appointment and come in to plead their case that there may be grounds to waive the tickets in certain situations. Come on, have a heart.

In closing let me relate a story a friend from Sheboygan Falls told me.

The alternator in her car went out. She was parked on the street in front of her house. There was no snow. Being conscientious, she called the police department to explain the situation. They said there would be no concessions made. The next morning there was a ticket on her car.

She went in to plead her case. She was told she had to pay the ticket.

This is the way our police department and city hall treats its citizens.

It seems if Sheboygan is concerned about attracting people to the city, they should treat their citizens a bit more fairly.

II

20-19

R. O. No. 349 11 - 12. By CITY CLERK. January 16, 2012.

Submitting a communication from Linda Shimon regarding her various suggestions and concerns about the garbage fees and how things are being handled.

~~P.W.~~

file

Susan Richards  
City Clerk

## **Richards, Sue**

---

**From:** Linda Shimon [lshimon1@charter.net]  
**Sent:** Friday, January 13, 2012 11:34 AM  
**To:** Richards, Sue  
**Subject:** garbage pickup

Here are my thoughts about garbage pickup.

I am doing what many conservationists and environmental consultants suggest: reuse, recycle, and compost. As a result, my usual weekly 13 gallon garbage bag is at most 3/4 full.

I drop off most of my recycling materials elsewhere, which results in my blue bag filling up enough to place curbside once every four or five months. I compost all but meat kitchen waste. Kitchen waste is commonly 70 to 80% of the usual contents of our garbage bags.

As many people have more garbage bags curbside than I do due to my extra efforts, would you please consider modifying the policy of everyone paying a set amount?

In an effort to research a new policy, I did a very short Internet search and noticed that many communities have a policy that a certain number of bags placed curbside would be considered part of a minimum pick up, but any bags in excess would need a tag. I will include a website and a few details from that website for you to consider.

Below is some of the information I discovered on the Internet:

[http://www.grandsudbury.ca/cms/index.cfm?app=div\\_wastemanagement&currID=1218&lang=en](http://www.grandsudbury.ca/cms/index.cfm?app=div_wastemanagement&currID=1218&lang=en)

Each bag over the three bag limit requires a garbage bag tag. Extra bags without the tag will not be collected.

The tags are available for residents on a curbside garbage collection route that may periodically produce extra bags of household garbage.

**What is the price of a garbage bag tag?**

Garbage bag tags are sold in blocks of five for ten dollars.

**Can I use a torn garbage tag?**

No. Only tags that are intact will be accepted.

**How many bags can I place at the curbside with tags on them?**

There is no limit, as long as the approved garbage bags are properly tagged and the garbage is residential.

Folks who do the extra to help the city with this issue should be acknowledged for their efforts. The city representatives using more creating thinking, more thinking outside of the box, could do a lot to move us more confidently forward in this 21st century.

Linda Shimon  
458-0240  
1326 N. 27th St.  
Sheboygan

II

18-16

R. O. No. 316 - 11 - 12. BY BOARD OF WATER COMMISSIONERS.  
December 19, 2011.

To the Honorable, the Mayor and Common Council:

Submitting, as a matter of record, in accordance with the Finance Committee request dated March 1, 1991, the Sheboygan Water Utility's Budget for the year 2012.

*Finance*  
*As of July*

BOARD OF WATER COMMISSIONERS

  
Gerald R. Van De Kreeke, President

  
Raymond W. Haen, Secretary

<sup>7</sup>  
  
Art Stewart,  
Member

Attachment

**SHEBOYGAN WATER UTILITY  
2012 BUDGET**

**SHEBOYGAN BOARD OF WATER  
COMMISSIONERS**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
430	<b>SHEBOYGAN WATER UTILITY</b>														
431	<b>CAPITAL OUTLAY</b>														
432	<b>YEAR 2012</b>														
433															
434															
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1) delayed due to positive results of structural/rehab analysis of Taylor Hill reservoir







	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
164	<b>SHEBOYGAN WATER UTILITY</b>														
165	<b>OPERATION AND MAINTENANCE EXPENSES</b>														
166	<b>YEAR 2012</b>														
167	<b>YEAR 2011</b>														
168	<b>YEAR 2010</b>														
169	<b>YEAR 2009</b>														
170	<b>YEAR 2008</b>														
171	<b>Source of Supply Expense</b>				Actual	Budget	Estimate	Budget							
172					2010	2011	2011	2012							
173	<b>Operations</b>														
174															
175	<b>Labor</b>				\$0	\$0	\$129	\$129							
176															
177	<b>Maintenance</b>														
178															
179	<b>Labor</b>				\$0	\$0	\$0	\$0							
180	<b>Intakes</b>				\$9,688	\$18,000	\$18,000	\$18,000							
181															
182															
183	<b>Totals</b>				\$9,688	\$18,000	\$18,129	\$18,129							
184	<b>Pumping Expenses</b>														
185															
186	<b>Operations</b>														
187															
188	<b>Labor</b>				\$56,392	\$60,000	\$55,867	\$56,985							
189	<b>Electricity &amp; Natural Gas</b>				\$405,131	\$383,229	\$380,114	\$415,000 (1)							
190	<b>Pumping Equipment</b>				\$9,181	\$0	\$0	\$0							
191	<b>Miscellaneous</b>				\$6,428	\$9,000	\$9,940	\$10,000							
192	<b>Utilities</b>				\$36,734	\$40,000	\$33,459	\$40,000							
193															
194	<b>Maintenance</b>														
195															
196	<b>Labor</b>				\$86,261	\$68,000	\$62,673	\$68,000							
197	<b>Pumping Equipment</b>				\$5,907	\$7,000	\$3,841	\$7,000							
198	<b>Structures</b>				\$52,259	\$20,000	\$5,881	\$20,000							
199															
200															
201	<b>Totals</b>				\$659,293	\$587,229	\$551,776	\$616,985							
202	<b>Water Treatment Expenses</b>														
203															
204	<b>Operations</b>														
205															
206	<b>Labor</b>				\$419,643	\$398,256	\$424,427	\$432,915							
207	<b>Water Treatment Equipment (including ~\$95k sludge treatment costs)</b>				\$127,708	\$122,898	\$113,411	\$125,000							
208	<b>Chemicals</b>				\$329,931	\$325,500	\$305,810	\$370,000 (2)							
209	<b>Miscellaneous</b>				\$6,242	\$8,000	\$6,284	\$8,000							
210	<b>Utilities</b>				\$20,633	\$22,000	\$16,945	\$22,000							
211															
212	<b>Maintenance</b>														
213															
214	<b>Labor</b>				\$109,063	\$85,000	\$83,429	\$85,098							
215	<b>Water Treatment Equipment</b>				\$17,543	\$15,000	\$25,643	\$24,000							
216	<b>Structures</b>				\$5,075	\$7,000	\$1,471	\$7,000							
217															
218															
219	<b>Totals</b>				\$1,035,839	\$983,654	\$977,420	\$1,074,013							
220															
221	(1) 3% increase in electric rates anticipated														
222	(2) 3% increase in alum, 10% increase in hypo, 5% increase in fluoride costs anticipated														



	A	B	C	D	E	F	G	H	I	J	K	L	M	N
58	<b>SHEBOYGAN WATER UTILITY</b>													
59	<b>CASH AND BUDGET SUMMARY</b>													
60														
61	<b>YEAR 2012</b>													
62														
63														
64	<b>REVENUES</b>													
65														
66	<b>Cash Balance January 1 (including bond reserves)</b>													
67														
68														
69	<b>Current Revenues</b>													
70														
71	<b>Total Sales of Water</b>													
72	<b>Other Operating Revenues (other sales)</b>													
73	<b>Non-Operating Revenues (other revenues)</b>													
74	<b>Contr. in Aid of Construction</b>													
75														
76	<b>Total Current Revenues</b>													
77														
78	<b>Total Reserves Available</b>													
79														
80														
81	<b>EXPENDITURES</b>													
82														
83	<b>Operation &amp; Maintenance</b>													
84														
85	<b>Source of Supply</b>													
86	<b>Pumping</b>													
87	<b>Water Treatment</b>													
88	<b>Transmission &amp; Distribution Main</b>													
89	<b>Customer Accounts</b>													
90	<b>Taxes</b>													
91	<b>Administrative &amp; General</b>													
92														
93	<b>Total Operation &amp; Maintenance Exp.</b>													
94														
95	<b>Other Expenditures</b>													
96														
97	<b>Capital Outlay</b>													
98	<b>Safe Drinking Water Loan Proceeds</b>													
99	<b>Proceeds From Bond Issue (including \$ to new bond reserve fund)</b>													
100	<b>Debt Service (including principal and interest)</b>													
101														
102	<b>Total Other Expenditures</b>													
103														
104	<b>Total Expenditures</b>													
105														
106	<b>Cash &amp; Receivables Balance - December 31, 2011</b>													
107	<b>(Total Reserves - Total Expenditures)</b>													
108	<b>*) Note! Cash reported is actual Jan 1, 2011.</b>													
109	<b>(bond reserve account must be maintained at \$900k in 2012)</b>													
110														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	<b>YEAR 2012</b>													
2														
3	<b>SHEBOYGAN WATER UTILITY</b>													
4														
5	Sheboygan, Wisconsin													
6	2012 Budget													
7														
8	Budget provides for investment of <b>\$7,504,526</b> in all phases of Water Utility operation.													
9														
10	(investment does not include principal payments; \$566k in 2012)													
11	<b>Revenues</b>													
12														
13	Revenues are realized primarily from four different sources: Water Sales; Other Operating Revenues, which includes charges to the													
14	City for billing, metering, and collecting the sewer and storm water charge; Non-Operating Income Revenues, which includes													
15	Interest Income; and Contributions in Aid of Construction, which are special assessments for water main installations.													
16														
17	Budgeted Revenue projection for 2012 is <b>\$7,339,261</b> (1)													
18														
19	Estimated Revenue total as of December 31, 2011 <b>\$6,799,783</b>													
20														
21	Total projected Revenues for 2011 are expected to increase or (decrease) <b>\$539,478</b>													
22	approximately from estimated 2010 Revenues													
23														
24														
25	<b>Expenditures</b>													
26														
27	An overall view of the expenditures is as follows:													
28											Budget		Percent Of	
29											Increase		Change	
30											or		Plus	
31											(Decrease)		or	
32											(Decrease)		Minus	
33	<b>Expenditure by Classification</b>													
34	Labor <b>\$1,344,083</b> <b>\$1,417,753</b> <b>\$1,362,033</b> <b>-\$55,720</b> <b>-3.9%</b>													
35	Source of Supply Expense <b>\$18,129</b> <b>\$18,000</b> <b>\$18,129</b> <b>\$129</b> <b>0.7%</b>													
36	Pumping Expenses <b>\$433,236</b> <b>\$459,229</b> <b>\$492,000</b> <b>\$32,771</b> <b>7.1%</b>													
37	Water Treatment Expenses <b>\$469,564</b> <b>\$500,398</b> <b>\$556,000</b> <b>\$55,602</b> <b>11.1%</b>													
38	Transmission & Dist. Expenses <b>\$194,208</b> <b>\$226,568</b> <b>\$320,927</b> <b>\$94,359</b> <b>41.6%</b> (2)													
39	Customer Accounts Expenses <b>\$62,424</b> <b>\$50,532</b> <b>\$63,783</b> <b>\$13,251</b> <b>26.2%</b>													
40	Administrative & General Expenses <b>\$776,028</b> <b>\$852,320</b> <b>\$799,103</b> <b>-\$53,217</b> <b>-6.2%</b> (3)													
41	Taxes <b>\$1,053,209</b> <b>\$944,403</b> <b>\$1,075,000</b> <b>\$130,597</b> <b>13.8%</b>													
42	Capital Outlay <b>\$1,977,555</b> <b>\$2,226,500</b> <b>\$2,467,500</b> <b>\$241,000</b> <b>10.8%</b>													
43	Interest Expense On Bonds <b>\$371,349</b> <b>\$365,803</b> <b>\$350,051</b> <b>-\$15,752</b> <b>-4.3%</b>													
44														
45	<b>Totals</b> <b>\$6,699,785</b> <b>\$7,061,506</b> <b>\$7,504,526</b> <b>\$443,020</b> <b>6.3%</b>													
46	(1) Increase due to rate increase in support of upcoming large capital projects including washwater tank, UV disinfection, intake pipeline.													
47	(2) Increase due to switch from obsolete manual outside registers to Orion radio generators.													
48	(3) Decrease due to change in state pension law requiring employee contribution.													
49														
50	Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.													
51														
52														
53														
54														

II

18-19

R. O. No. 317 - 11 - 12. By CITY CLERK. December 19, 2011.

Submitting a communication from Lyn & Art Chevrier stating that they are appalled that we now have an additional assessment to the Water bill for covering a deficit for the garbage pickup.

~~Invoice~~  
file

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

**Rajer, Mary**

---

**From:** Lyn Chevrier [lmchevrier@excel.net]  
**Sent:** Tuesday, December 06, 2011 7:24 PM  
**To:** Mayor Ryan  
**Subject:** Garbage Assessment

To All Common Council Members:

We are appalled that we now have an additional assessment to our Water billing for covering a deficit for the garbage pickup. This assessment total is approximately \$90 more a year.

First: Just put it in the budget and on our tax billing.

Second: The assessment is just another form of taxing or should we say hiding the true cost of operating the city and its functions.

Third: Can you promise this "special" assessment will be off the water utility billing for the year 2013 or will it be just a year to year occurrence. Maybe you will find additional sums of money to be "special" assessments in the coming years.

Fourth: The cost of the election that will take place to recall Mayor Ryan, where is that money coming from. We hope the people who started this stupid recall can throw stones at their glass houses. And we want them to pay for it, because it is a waste of time and money! We believe the common council should pay individually for the recall.

Sincerely,

Lyn & Art Chevrier  
310 Huron Ave  
Sheboygan, WI 53081

APHORISM: A SHORT, POINTED SENTENCE THAT EXPRESSES A WISE OR CLEVER OBSERVATION OR A GENERAL TRUTH.

An aphorism: > and REMEMBER...."POLITICIANS AND DIAPERS SHOULD BE CHANGED OFTEN AND > FOR THE SAME REASON".

II

19-9

R. O. No. 330 - 11 - 12. By CITY CLERK. January 3, 2012.

Submitting an Alarm Business Permit License application #2663 for Vivint, Inc., 4931 North 300, West Provo, UT 84604.

*Let  
approve.*

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

0.0



08E

Charles F. ...

FORM CLK350B36

Date 11 / 17 / 2011

License Number 2563

Receipt Number \_\_\_\_\_

Expiration Date 12/31/2012

Individual \_\_\_ Partnership \_\_\_ Corporation X Limited Liability Company \_\_\_

Trade Name VIVINT, Inc.

ALARM BUSINESS PERMIT APPLICATION

RENEWAL

FEE: \$ 25.00

Corporate Name Vivint, Inc.

Business Address 4931 North 300 West Provo, UT 84604

Phone No. (877)479-1670

Date of Incorporation 11/08/2005

If Corporation: List corporate members - Please see attached form

(1) Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

(2) Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

(3) Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Address \_\_\_\_\_

Responsible Party Company LICENSING

Mailing Address 4931 N 300 W PROVO UT 84604

Phone No. (877)479-1670

Do you intend to pursue the distribution of and/or sale of alarm systems to business or residential locations by direct sales? YES

I hereby state that I am familiar with the laws, ordinances and regulations applicable to the license being applied for and hereby agree, if granted such license, to comply with all said provisions.

Shawn Brenchley  
Applicants Name (PRINT)

  
Signature

Make Check Payable to: City of Sheboygan  
Mail to: Clerks Office, 828 Center Ave., Sheboygan WI 53081.

**Vivint, Inc.  
Directors & officers**

**OFFICERS:**

Todd Pedersen- CEO/President

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 1142 N 1360 E Orem, UT 84097

Tel: 801-885-1900

Shawn Brenchley- Senior VP

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 720 E Center St. Alpine, UT 84004

Tel: 801-885-1448

Alexander Dunn - COO

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 1158 2850 North West, Pleasant Grove, UT 84062

Tel: 801-722-5751

Christopher A. Black-CFO

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 1897 Stag Ridge Dr., Draper, UT 84020

Tel: 502-681-5956

Dale R. Gerard - Treasurer

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 13438 S Corner Bridge LN Draper, UT 84020

Tel: 502-489-0277

Nathan Wilcox - Secretary

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 2790 Chancellor Pl. Salt Lake City, 84108

Tel: 801-503-4632

James Christensen - Assistant Secretary

Bus Address: 4931 North 300 West, Provo, UT 84604

Residence Address: 9937 Yorkshire Ct. Highland UT 84003

Tel: 801-548-0398

---

November 17, 2011

City of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

**RE: APX Alarm Security Solutions, Inc., name change**

Dear Sir/Madam,

As of February 1, 2011, APX Alarm Security Solutions, Inc., officially changed the company name to Vivint, Inc. The officers, directors and federal ID have all stayed the same; this is only a name change. Please accept this letter as our formal request to change the company name on our current business license. Please send the current license with the name change.

If there are any fees or additional paperwork required, please notify Vivint, Inc., as soon as possible so we can submit the required paperwork in a timely fashion. Feel free to contact me via email, fax or phone with any questions or supplemental requirements.

Thank you in advance for your time and consideration.

Sincerely,



1stop-Brittany Carroll  
Account Support • Licensing • Training  
[companylicensing@vivint.com](mailto:companylicensing@vivint.com) • 800-441-4377 • 920-866-8747

Company Swisher • 2011 © Vivint  
4401 N. 300th Rd. P.O. Box 10774804

II

20-16

R. O. No. 343 - 11 - 12. By BUILDING INSPECTION DEPARTMENT.  
January 16, 2012.

We hereby submit the report of the Building Inspection Department for  
the month of: NOVEMBER 2011.

~~PP & S.~~  
Acc & File

  
\_\_\_\_\_  
Building/Heating Inspector

**CASH RECEIPTS**

	<b>November 2011</b>	<b>November 2010</b>
Contractors Licenses	25,120.00	39,475.00
Building Permits	16,446.80	15,865.90
Projecting Sign Fees	50.00	75.00
Electrical Permit Fees	4,320.00	2,770.00
Heating Permit Fees	3,785.00	9,785.00
Sales Tax	2.48	.90
Plumbing Permit Fees	2,296.00	1,960.00
Sewer Permit Fees	0.00	2,500.00
Occupancy Permit Fees	450.00	300.00
Board of Appeals	0.00	0.00
Misc. General Revenue	95.71	84.10
Plan Examining Fees	700.00	0.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	330.00	270.00
Erosion Control Fees	0.00	0.00
Penalty Fees	965.00	1,978.00
Cash Over, Short or Refund	130.00-	300.00-
Contractors Escrow	1,076.60-	4,399.00-
Weight & Measure license	1,324.00	2,124.00
	<hr/>	<hr/>
<b>TOTAL:</b>	<b>54,678.39</b>	<b>72,488.90</b>

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2010	2011	2010	2011	2010
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2		19,000.00		379.20	
NEW COMMERCIAL NEW MISC -NON RES.		1		4,000.00		50.00
STORAGE BLDG -RES.	5	2	10,400.00	1,500.00	250.00	100.00
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	125	131	824,094.00	681,306.29	9,615.60	8,659.00
ALT & ADD'NS - NON-RES	13	12	472,062.00	1,050,760.00	4,830.00	5,378.90
WRECKING		2		57,800.00		588.00
MOVING						
SIGNS	10	7	48,932.00	22,448.00	1,197.00	650.00
FENCES/POOLS/DECKS/DRIVEWAYS	5	9	11,992.00	34,779.20	205.00	390.00
TANKS						
MISCELLANEOUS	1	1			50.00	50.00
<b>TOTALS</b>	<b>161</b>	<b>165</b>	<b>1,386,480.00</b>	<b>1,634,903.00</b>	<b>16,526.80</b>	<b>15,865.90</b>
<b>PERMIT TYPES</b>	<b>#OF PERMITS</b>					
ELECTRICAL	30	18	185,944.00	83,158.99	4,320.00	2,770.00
HEATING	37	52	258,209.75	556,793.00	3,785.00	9,785.00
PLUMBING	26	27			2,296.00	1,960.00
SEWER		4				2,500.00
<b>TOTALS</b>	<b>93</b>	<b>101</b>	<b>444,153.75</b>	<b>639,951.99</b>	<b>10,401.00</b>	<b>17,015.00</b>
<b>GRAND TOTALS OF THE ABOVE</b>	<b>254</b>	<b>266</b>	<b>1,830,633.75</b>	<b>2,492,545.48</b>	<b>26,927.80</b>	<b>32,880.90</b>

II

20-17

R. O. No. 344 - 11 - 12. By BUILDING INSPECTION DEPARTMENT.  
January 16, 2012.

We hereby submit the report of the Building Inspection Department for  
the month of: DECEMBER 2011.

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Building/Heating Inspector

**CASH RECEIPTS**

	<b>December 2011</b>	<b>December 2010</b>
Contractors Licenses	27,570.00	18,230.00
Building Permits	8,415.92	8,016.92
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	5,185.00	5,945.00
Heating Permit Fees	10,545.00	4,595.00
Sales Tax	3.56	1.80
Plumbing Permit Fees	1,344.00	1,528.00
Sewer Permit Fees	0.00	1,000.00
Occupancy Permit Fees	200.00	350.00
Board of Appeals	0.00	0.00
Misc. General Revenue	71.85	39.67
Plan Examining Fees	1,575.00	1,175.00
Code Books	0.00	0.00
State Stamps	40.00	40.00
Rooming House Permit Fees	200.00	550.00
Erosion Control Fees	100.00	100.00
Penalty Fees	1,570.00	.00
Cash Over, Short or Refund	730.00	0.00
Contractors Escrow	329.00	2,478.00
Weight & Measure license	22,695.00	6,347.00
	<hr/>	<hr/>
<b>TOTAL:</b>	<b>80,574.33</b>	<b>50,396.39</b>

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2010	2011	2010	2011	2010
ONE-FAMILY RESIDENCE	1	1	150,000.00	280,000.00	400.00	600.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL NEW MISC -NON RES.						
STORAGE BLDG -RES.						
STORAGE BLDG - NON- RES	1		30,000.00		540.00	
ALT & ADD'NS -RES.	66	68	396,929.00	380,131.50	4,810.00	4,640.00
ALT & ADD'NS - NON- RES	9	7	128,400.47	147,941.00	1,390.86	1,480.00
WRECKING	3	3	23,900.00	29,000.00	598.94	596.92
MOVING						
SIGNS	4	3	63,900.00	11,500.00	471.12	350.00
FENCES/POOLS/DECKS/ DRIVEWAYS	4	3	14,100.00	6,957.00	205.00	200.00
TANKS						
MISCELLANEOUS					50.00	100.00

<b>TOTALS</b>	<b>88</b>	<b>86</b>	<b>807,229.47</b>	<b>860,279.50</b>	<b>8,415.92</b>	<b>8,016.92</b>
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PERMIT TYPES	#OF PERMITS					
ELECTRICAL	28	25	173,434.00	226,053.00	7,525.00	4,010.00
HEATING	122	50	579,369.00	291,617.00	8,065.00	2,390.00
PLUMBING	24	25			3,552.00	872.00
SEWER	0	2			4,000.00	1,000.00

<b>TOTALS</b>	<b>174</b>	<b>102</b>	<b>752,803.00</b>	<b>517,670.00</b>	<b>23,142.00</b>	<b>8,272.00</b>
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<b>GRAND TOTALS OF THE ABOVE</b>	<b>262</b>	<b>188</b>	<b>1,560,032.47</b>	<b>1,377,949.50</b>	<b>25,489.92</b>	<b>21,084.92</b>
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II

20-18

R. O. No. 345-11-12. By BUILDING INSPECTION DEPARTMENT.  
January 16, 2012.

We hereby submit the report of the Building Inspection Department for the  
month of: YEAR 2011.

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Building/Heating Inspector

**CASH RECEIPTS**

	<b>2010</b>	<b>2011</b>
Contractors Licenses	84,485.00	88,280.00
Building Permits	194,460.00	298,466.41
Projecting Sign Fees	8,475.00	8,025.00
Electrical Permit Fees	77,825.00	116,930.00
Heating Permit Fees	57,430.90	85,722.00
Sales Tax	36.66	54.92
Plumbing Permit Fees	22,493.00	29,712.00
Sewer Permit Fees	31,500.00	19,000.00
Occupancy Permit Fees	7,810.00	5,850.00
Board of Appeals	3,750.00	2,700.00
Misc. General Revenue	1,077.21	1,333.61
Plan Examining Fees	14,485.00	11,150.00
Code Books	0.00	0.00
State Stamps	280.00	240.00
Rooming House Permit Fees	1,170.00	650.00
Erosion Control Fees	700.00	600.00
Penalty Fees	9,019.00	10,704.00
Cash Over, Short or Refund	683.40-	555.00-
Contractors Escrow	2,686.94	1,071.63-
Weight & Measure license	36,514.00	46,987.00
<b>TOTAL:</b>	<b>553,514.31</b>	<b>724,778.31</b>

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2010	2011	2010	2011	2010	2011
ONE-FAMILY RESIDENCE	7	6	1,429,185.00	879,000.00	3,390.00	2,400.00
TWO-FAMILY RESIDENCE CONDOMINIUM						
GARAGES, CARPORTS	22	18	217,194.00	193,347.00	5,389.10	2,815.90
NEW COMMERCIAL	5	10	2,335,690.00	14,006,519.00	6,513.10	62,602.20
NEW MISC -NON RES.	5	1	31,000.00	2,400.00	336.00	50.00
STORAGE BLDG -RES.	33	26	167,668.00	82,400.00	2,270.68	2,086.40
STORAGE BLDG - NON- RES	1	3	23,000.00	124,000.00	145.20	904.40
ALT & ADD'NS -RES.	1435	1427	8,703,985.40	8,756,467.40	99,768.82	102,879.70
ALT & ADD'NS - NON- RES	129	147	6,441,471.02	19,427,280.02	49,779.74	96,243.36
WRECKING	16	19	350,000.00	797,970.00	4,493.28	4,101.32
MOVING	1		500.00			
SIGNS	72	100	434,266.50	828,961.95	8,184.08	11,368.13
FENCES/POOLS/DECKS/DRIV EWAYS	278	269	644,737.20	618,159.00	12,435.00	11,575.00
TANKS	2		156,957.00		400.00	
MISCELLANEOUS	15	19	47,700.00	4,275.00	1,305.00	1,520.00
<b>TOTALS</b>	<b>2021</b>	<b>2045</b>	<b>20,983,354.12</b>	<b>45,720,779.37</b>	<b>194,460.00</b>	<b>298,546.41</b>
<b>PERMIT TYPES</b>	<b>#OF PERMITS</b>					
ELECTRICAL	368	349	4,254,089.99	4,958,419.00	77,825.00	116,930.00
HEATING	460	549	3,835,632.06	4,510,703.03	57,430.90	85,722.00
PLUMBING	274	266			22,493.00	29,712.00
SEWER	43	26			31,500.00	19,000.00
<b>TOTALS</b>	<b>1145</b>	<b>1100</b>	<b>8,089,722.05</b>	<b>9,469,122.03</b>	<b>189,248.90</b>	<b>251,364.00</b>
<b>GRAND TOTALS OF THE ABOVE</b>	<b>3166</b>	<b>3145</b>	<b>29,073,076.17</b>	<b>55,189,901.40</b>	<b>383,708.90</b>	<b>549,910.41</b>

II

18-23

R. O. No. 323 - 11 - 12. By DIRECTOR OF PUBLIC WORKS. December 19, 2011.

Submitted for City Council consideration is a recommendation to engage Donohue and Associates, Inc. to provide professional services associated with the installation of bio-solids disposal and handling equipment at the wastewater treatment plant.

The City's current Federal discharge permit includes a requirement to attain compliance with bio-solid storage requirements by the end of 2014. The facility is required to have a minimum storage capacity that will handle the bio-solid volume generated by the plant over a 180 day period. A factor of safety is needed as agricultural application of bio-solids cannot be made on a continuing basis. With no other changes the City would need to increase storage capacity from the existing 6 million gallons to 10 million gallons.

In September, Donohue and Associates submitted a Bio-Solids Facilities Plan to the Wisconsin Department of Natural Resources in accordance with permit requirements. The plan reviewed alternatives for meeting the storage requirements. The preferred alternative identified includes installation of solids drying equipment. The material will be stored and disposed of as a solid rather than a liquid significantly reducing the volume to be transported (90% solid as opposed to 5.5% solid). This high initial cost alternative is cost effective as it reduces disposal costs and maximizes revenue from accepting high strength waste and energy savings. The preliminary project estimate is \$9,196,000 including engineering.

The engineering contract is recommended on a single source basis. Donohue and Associates has significant history or work at the plant and provides a critical consistency of technical expertise. The engineering contract fee is not to exceed \$833,150.

*DW.*  
*Acw file*

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Director of Public Works

III

18-28

Res. No. 121 - 11 - 12. By Alderperson Bohren. December 19, 2011.

A RESOLUTION authorizing entering into agreement with Donohue & Associates for engineering services associated with Solids Dewatering and Drying Improvements at the wastewater treatment plant.

WHEREAS, the City is required to make improvements at the wastewater treatment plant to meet bio-solids storage requirements by the end of 2014, and

WHEREAS, Donohue and Associates has submitted a proposal to complete the engineering services for the improvement at a not to exceed cost of \$833,150, and

WHEREAS, the professional services contract is recommended to be awarded without competitive proposals as Donohue and Associates has a significant history with the project and provides a consistency of technical expertise.

RESOLVED: That the appropriate City Officials are hereby authorized and directed to enter into an agreement with Donohue & Associates, Inc. for engineering services associated with Solids Dewatering and Drying Improvements at the wastewater treatment plant in the amount of \$833,150 and payment of same from account number 60138300-521900.

*Pub. Works  
approve.*

*James A. Bohren*

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

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

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

**ENGINEERING SERVICES AGREEMENT**

**Project: Solids Dewatering and Drying Improvements (Project)**

This Agreement is by and between:

City of Sheboygan (Owner)  
833 Center Avenue  
Sheboygan, WI 53081

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

**APPROVED FOR OWNER**

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

Printed Name: \_\_\_\_\_

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

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

**APPROVED FOR DONOHUE**

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

Printed Name: Larry E. Teunissen, P.E.

Title: President

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

**PART I**  
**PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

**A. PROJECT DESCRIPTION**

On behalf of the Owner, Donohue submitted a Biosolids Facility Plan to the Wisconsin Department of Natural Resources (WDNR) on September 29, 2011. The WDNR approved the Biosolids Facility Plan on November 21, 2011.

The WDNR-approved Biosolids Facility Plan recommended the design, construction, and operation of a medium-temperature belt dryer and ancillary equipment to provide supplemental biosolids storage capacity for the Sheboygan Regional Wastewater Treatment Facility. The purpose of this Project is to provide design and construction-related engineering services for a medium-temperature belt dryer.

**B. SCOPE OF SERVICES**

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

General

1. Provide monthly progress reports to the Owner documenting services performed, budget status, and schedule status.
2. Provide Meeting Notes throughout the Design Phases that document discussions, decisions, Owner comments, and Owner direction.
3. Prepare Procurement, Bidding, and Contract Documents for the Project. Bidding and Construction Documents will be prepared for construction by a single prime Contractor.
4. Prepare the specifications in general conformance with the 16-division format of the Construction Specifications Institute (CSI).
5. Prepare the Division 0 documents based on the documents prepared by the Engineer's Joint Contract Documents Committee (EJCDC) and Owner-specific provisions.
6. Submit drawings in 11" x 17" reduced-scale format.
7. Survey and geotechnical services are not included.

Design: Project Development Phase

8. Conduct Kickoff Meeting – Conduct a Kickoff Meeting with the Owner to review the draft Work Plan. The Work Plan will contain the Project background, objectives, Scope of Services, key personnel for the Owner and Donohue, communication protocols, coordination with funding programs and funding program deadlines, schedule, deliverables, and other information relevant to the implementation of the Project.
9. Request Information – Request existing documents relevant to the Project.
10. Perform On-Site Review of Existing Conditions – Perform one or more site visits to acquire information relevant to the Project.
11. Conduct Design Basis Meeting – Conduct a Meeting to discuss and establish design concepts for the various design disciplines: civil, structural, process, mechanical, instrumentation and control, and electrical.
12. Submit Design Basis Technical Memorandum – Submit a draft Technical Memorandum documenting the design concepts for the various design disciplines: civil, structural, process, mechanical, instrumentation and control, and electrical.

13. Conduct Design Basis Technical Memorandum Meeting – Conduct a meeting to review the draft Design Basis Technical Memorandum and receive Owner comments. Incorporate comments and deliver a final Design Basis Technical Memorandum.

Design: Process Design Phase

14. Perform Major Equipment Evaluation – Conduct site visits to observe major process equipment installed and operating at wastewater treatment facilities. Assemble and document information for candidate major process equipment.
15. Conduct Process Design Meeting – Conduct a Meeting to discuss major process equipment, process layout, and process operating strategy alternatives. The principal aim of this Meeting is to select the specific major process equipment to be incorporated in the Procurement Documents, and the layout concepts to be incorporated in the Bidding Documents.
16. Submit Process Design Technical Memorandum – Submit a draft Process Design Technical Memorandum documenting the process design basis including equipment performance requirements, candidate equipment selections (manufacturer and model), equipment weights, equipment lifting requirements, equipment water, air, and other utility connection requirements, equipment power requirements, motor sizes, variable speed drive requirements, and equipment access and safety provisions. This Technical Memorandum will also include Conceptual Layout Drawings, a Conceptual Layout Cost Opinion, and flow schematics.
17. Conduct Process Design Meeting – Conduct a meeting to review the draft Process Design Technical Memorandum and receive Owner comments. Incorporate comments and deliver a final Process Design Technical Memorandum.

Design: Procurement Phase

18. Submit Procurement Documents – Submit draft Procurement Documents in accordance with the EJCDC format and Owner requirements. The Procurement Documents will allow the Owner to receive competitive pricing information for candidate major process equipment, and allow the Owner to select, in the context of this pricing information, the specific equipment to be incorporated in the Bidding Documents.
19. Conduct Procurement Documents Meeting – Conduct a meeting to review the draft Procurement Documents and receive Owner comments. Incorporate comments and deliver final Procurement Documents.
20. Provide Procurement Assistance – Answer proposers' questions, prepare addenda, review proposals, prepare proposal tabulation, and submit a recommendation.

Design: Process Layout Phase

21. Conduct Preliminary Layout Meeting – Conduct a meeting to review and discuss the Preliminary Layout Drawings showing major Work elements for all engineering disciplines, discuss construction phasing constraints and sequencing alternatives, and receive Owner comments. Incorporate Owner comments in subsequent deliverables.

Design: Facilities Layout Phase

22. Submit Facilities Layout Drawings and Preliminary Design Report – Submit Facilities Layout Drawings showing the Work of all engineering disciplines and a Preliminary Design Report. The Preliminary Design Report will include the information listed below.
  - Component sizing data and proposed material and equipment selections for each engineering discipline: civil, structural, process, mechanical, electrical, and instrumentation and control
  - Construction Sequencing Plan
  - Facilities Layout Cost Opinion

23. Conduct Facilities Layout Meeting – Conduct a meeting to review and discuss the Facilities Layout Drawings and Preliminary Design Report, and receive Owner comments. Incorporate Owner comments in subsequent deliverables.
24. Perform Cost Reduction Evaluation – Perform a cost reduction evaluation to identify potential cost reduction measures. Where relevant to Owner decision making, provide economic and non-economic advantages and disadvantages for alternative strategies and measures.
25. Conduct Cost Reduction Meeting – Conduct a meeting to review and discuss the Cost Reduction Technical Memorandum and determine the Owner-defined path forward.
26. Submit Revised Facilities Layout Construction Cost Opinion and Memorandum – Submit a revised Facilities Layout Cost Opinion reflecting the cost reduction measures selected by the Owner. The cost opinion will be accompanied by a memorandum describing the selected phasing strategy and cost reduction measures.

**Design: Bidding Documents Phase**

27. Conduct Bidding Documents Meeting – Conduct a meeting to review Division 0, Division 1 and miscellaneous other aspects of the specifications. Division 0 areas of emphasis include the Official Notice to Bidders, the Instructions to Bidders, Federal and State Forms, wage rate requirements, the Bid Form, the Agreement, and Owner-specific Supplementary Conditions. Division 1 areas of emphasis include the Summary of Work, Allowances, Alternates, Construction Facilities, Testing Electrical Systems, Alteration and Demolition Procedures, Operation and Maintenance Data, Instructional Services, Electrical Systems Demonstration, and Systems Demonstration.
28. Submit Reviewable Bidding Documents and Cost Opinion – Submit Reviewable Bidding Documents and a Reviewable Bidding Documents Cost Opinion for Owner review and comment.
29. Submit Reviewable Bidding Documents to WDNR– Submit Reviewable Bidding Documents to the Wisconsin Department of Natural Resources for their review, comment, and approval.
30. Conduct Reviewable Bidding Documents Meeting – Conduct a meeting to review and discuss the Reviewable Bidding Documents and receive final Owner comments. Incorporate Owner comments in the Final Bidding Documents.
31. Submit Final Bidding Documents and Cost Opinion – Submit Final Bidding Documents and a Final Cost Opinion incorporating Owner comments.

**Bidding: Bidding Phase**

32. Answer bidders' questions, prepare addenda, review bids, prepare bid tabulation, and submit a recommendation for award.
33. Attend pre-bid meeting and bid opening.

**Construction: Construction Phase**

34. General Administration of Construction Contract – Consult with Owner and act as Owner's representative as provided in the General Conditions of the Contract Documents as included in the Project Manual.
35. Pre-Construction Conference and Progress Meetings –
  - Conduct a Pre-Construction Conference prior to commencement of the Work at the Project site and prepare and distribute minutes.
  - Attend 18 monthly Progress Meetings.
  - When attending the Progress Meetings, observe the progress and quality of the Work.
  - Based on observations, determine if the Work is in general conformance with the Contract Documents.
  - Keep Owner informed of the progress of the Work.

36. Donohue shall not supervise, direct, or have control over the Work, nor shall Donohue have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to the Work, or for any failure of a Contractor to comply with Laws and Regulations applicable to the Contractor furnishing and performing the Work. Accordingly, Donohue neither guarantees the performance of Contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
37. Defective Work – Recommend to Owner that Work be disapproved and rejected while it is in progress if, on the basis of observations identified in Article 3, Donohue believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
38. Clarifications, Interpretations, and Field Orders – Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Donohue may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
39. Change Orders and Work Change Directives – Recommend Change Orders and Work Change Directives to Owner. Prepare Change Orders and Work Change Directives. Prepare documentation that appropriate governmental authorities having jurisdiction over the Project may require for review and approval of the Change Orders.
40. Shop Drawings and Samples – Review shop drawings for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
41. Substitutes and “or-equal” – Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment as proposed by the Contractor.
42. Applications for Payment – Review Contractor’s Applications for Payment and accompanying supporting documentation. Such recommendations for payment shall be in writing and constitute Donohue’s representation to Owner, based on observations identified in Article 3 and review that, to the best of Donohue’s knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is generally in accordance with the Contract Documents.
43. Substantial Completion – Promptly after notice from Contractor that the Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a review to determine if the Work is Substantially Complete. Donohue shall prepare a list of any observed deficiencies. At the direction of the Owner, Donohue shall prepare and deliver a certificate of Substantial Completion to Owner and Contractor.
44. Record Documents – Receive and review annotated record documents, which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project-annotated record documents received from the Contractor. The completed Record Drawing deliverables shall include up to two full size printed-paper sets.
45. Startup Assistance – Provide up to 20 hours of equipment and unit process system start-up assistance by an operations specialist for the new equipment.
46. Training Assistance – Provide up to 20 hours of project-specific equipment, unit process system, and controls training for the new equipment.
47. Limitation of Responsibilities – Donohue shall not be responsible for the acts or omissions of Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Donohue shall not be responsible for failure of Contractor to perform or furnish the Work in accordance with the Contract Documents.

**C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Donohue will submit Reviewable Bidding Documents to the Wisconsin Department of Natural Resources by September 30, 2012.

**PART II  
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
  2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
  3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
  4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
  5. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Condition, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III  
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost. The cost for these basic Services will not exceed \$833,150 without prior written approval from Owner. An estimated cost breakdown between the various project elements is provided below.

<u>Phase</u>	<u>Fee</u>
Dryer Procurement	73,000
Detailed Design	423,750
Bidding	20,000
Construction	316,400
<u>Total</u>	<u>833,150</u>

- B. Donohue will bill Owner monthly, with net payment due in 30 days.

- C. **Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.**

# STANDARD TERMS AND CONDITIONS PART IV

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranty or guarantee contained in any purchase order, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such changes, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

3. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. **DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time. Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. **OPTIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. **RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractor. Donohue neither guarantees the performance of any construction documents in the field nor performance of construction-related services for the project permits or construction-related services by persons other than Donohue.

9. **CONSTRUCTION REVIEW.** For projects involving construction, Owner provides to Donohue certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverage referenced above shall, in such case, be excess over contractor's primary coverage.

10. **INDemnIFICATION.** Donohue shall indemnify and save harmless Owner from and against liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

11. **THE FULLEST EXTENT PERMITTED BY LAW.** Owner shall defend, indemnify and save harmless Donohue, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of Donohue, its agents or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an addendee under any indemnification obligation to Owner, and b) additional insured under its Commercial General Liability policy.

Date: March 2009

# Solids Dewatering and Drying Improvements 2012 Design Schedule

**January**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**February**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

**March**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**April**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**May**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**June**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**July**




S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**August**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**September**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

-  Project Development and Process Design Phases
-  Procurement Phase : Document Development, Procurement, Evaluation
-  Process Layout, Facilities Layout, and Bidding Documents Phases
-  Regulatory Deadline : Submit Plans and Specifications to WDNR

~~IX~~

20-29

Subs. of Gen. Ord. No. 62 - 11 - 12 By Alderpersons Roeseler, Dekker, Versey and Sampson. February 6, 2012.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to create the position of Neighborhood/Development Specialist along with the attached job description in the City Development Department for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 3 City Development Department as follows:

3. CITY DEVELOPMENT DEPARTMENT

	Job Code	Class Grade	NO. of Employees
<b>Add:</b>			
Neighborhood/Development Specialist	A07072N	6	1.0

Section 2. The new job description for the Neighborhood/Development Specialist in the City Development Department is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance and Human Resources Department.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

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

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

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

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

CITY OF SHEBOYGAN

NEIGHBORHOOD DEVELOPMENT SPECIALIST  
Grade 6

Code A07072N

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Reports to:	Development Manager	Department:	City Planning and Development
Classification:	Non-Exempt	Division:	
Date:		Approved:	S & G 01/23/2012

---

Nature of Work:

Work involves coordinating neighborhood related programs and activities, representing the City to neighborhood groups and community organizations, identifying community issues, designing neighborhood/corridor redevelopment plans, and implementing solutions. Facilitates cooperation between service agencies/community groups and City administration. Design programs and services to support civic league initiatives for neighborhood development.

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

- 1.\* Coordinates the neighborhood liaison process by insuring frequent communication with community representatives and City departments concerning neighborhood plans and the planning process.
- 2.\* Coordinates the development of neighborhood actions plans to ensure work quality, evaluate progress, recommend changes, identify problem areas, and evaluate success. Advises neighborhood groups on what resources are available from City departments, other jurisdictions, other neighborhood groups, foundations, etc. to meet a particular need and assists in obtaining those resources.
- 3.\* Assists in the processing of Community Development Block Grant documents, Housing Rehabilitation Program, Lead Hazard Reduction Program, redevelopment and planning activities, etc.
- 4..\* Assist with preparing state and federal grant applications and administration.
5. Collects and analyzes information on neighborhood and group trends. Generates queries and reports from database(s) to provide needed information.
- 6\*. Assists with clerical duties of the office in the absence of department personnel. May include preparing agendas/minutes and relevant planning related documents.
7. Develops training curriculum and materials to present to staff and community representatives based on identified needs. Develops and evaluates course curricula, recruits facilitators. Writes reports, letters, memos, and program descriptions. Writes procedures, guidelines and manuals. Provides information on other planning processes.
- 8\*. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies; maintains complete and accurate records and makes reports.
9. Performs other duties as assigned.

\*Essential Functions

**Minimum Qualifications:**

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development.
2. Knowledge and demonstrated experience in neighborhood revitalization activities, grant writing, and Community Development Block Grant programs.
3. Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a bachelor's degree.
4. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
5. Considerable knowledge of office methods, practices, and equipment.
6. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation.
7. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook, ArcGIS, Adobe Photoshop, AutoCAD, Google Inksketch, etc.)
8. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
9. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, etc.
10. Ability to keep accurate statistical records and make reports.
11. A Bachelor's Degree in Urban or Regional Planning or closely related field.
12. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
13. A minimum of three years of professional work experience in neighborhood group/association work, community development, planning, development, redevelopment, grant writing.

~~X~~

20-29

Gen. Ord. No. 62 11 - 12. By Alderpersons Roeseler, Kittelson, Dekker, Versey and Sampson. January 16, 2012.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to create the Job Description of Neighborhood/Development Specialist in the City Development Department for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 3 City Development Department as follows:

3. CITY DEVELOPMENT DEPARTMENT

	Job Code	Class Grade	NO. of Employees
<b>ADD:</b>			
Neighborhood/Development Specialist	A07070A	10A	1.0

Section 2. The new job description for the Neighborhood/Development Specialist in the City Development Department is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance and Human Resources Department.

*Kittelson/Versey  
refer to  
5+6  
allays  
Subs Ord pass  
w/ amended job description*

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

*Rescinded /  
suspend.*

*Rescinded /  
Ord pass*

*Jeon Kittelson*  
*[Signature]*  
*[Signature]*  
*[Signature]*

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

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

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

CITY OF SHEBOYGAN

NEIGHBORHOOD DEVELOPMENT SPECIALIST  
Grade 10A

Code A07070A

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Reports to:	Development Manager	Department:	City Planning and Development
Classification:	Non-Exempt	Division:	
Date:		Approved:	

---

Nature of Work:

Work involves coordinating neighborhood related programs and activities, representing the City to neighborhood groups and community organizations, identifying community issues, designing neighborhood/corridor redevelopment plans, and implementing solutions. Facilitates cooperation between service agencies/community groups and City administration. Design programs and services to support civic league initiatives for neighborhood development.

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

- 1.\* Coordinates the neighborhood liaison process by insuring frequent communication with community representatives and City departments concerning neighborhood plans and the planning process.
- 2.\* Coordinates the development of neighborhood actions plans to ensure work quality, evaluate progress, recommend changes, identify problem areas, and evaluate success. Advises neighborhood groups on what resources are available from City departments, other jurisdictions, other neighborhood groups, foundations, etc. to meet a particular need and assists in obtaining those resources.
- 3.\* Assists in the processing of Community Development Block Grant documents, Housing Rehabilitation Program, Lead Hazard Reduction Program, redevelopment and planning activities, etc.
- 4..\* Assist with preparing state and federal grant applications and administration.
5. Collects and analyzes information on neighborhood and group trends. Generates queries and reports from database(s) to provide needed information.
- 6\*. Assists with clerical duties of the office in the absence of department personnel. May include preparing agendas/minutes and relevant planning related documents.
7. Develops training curriculum and materials to present to staff and community representatives based on identified needs. Develops and evaluates course curricula, recruits facilitators. Writes reports, letters, memos, and program descriptions. Writes procedures, guidelines and manuals. Provides information on other planning processes.
- 8\*. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies; maintains complete and accurate records and makes reports.
9. Performs other duties as assigned.

\*Essential Functions

**Minimum Qualifications:**

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development.
2. Knowledge and demonstrated experience in neighborhood revitalization activities, grant writing, and Community Development Block Grant programs.
3. Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a bachelor's degree.
4. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
5. Considerable knowledge of office methods, practices, and equipment.
6. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation.
7. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook, ArcGIS, Adobe Photoshop, AutoCAD, Google Inksketch, etc.)
8. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
9. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, etc.
10. Ability to keep accurate statistical records and make reports.
11. A Bachelor's Degree in Urban or Regional Planning or closely related field.
12. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
13. A minimum of three years of professional work experience in neighborhood group/association work, community development, planning, development, redevelopment, grant writing.

Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., fka Countrywide Home Loans Servicing, LP  
7105 Corporate Drive  
PTX-B-209  
Plano, TX 75024

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

Plaintiff

SUMMONS

Case No: **12CV0054**

vs

Case Code: 30404

Susan M. Hansen  
919 High Avenue  
Sheboygan, WI 53081

Unknown Spouse of Susan M. Hansen  
919 High Avenue  
Sheboygan, WI 53081

City of Sheboygan, Department of City Development  
828 Center Avenue  
Sheboygan, WI 53081

Defendants

CLERK CIRCUIT COURT  
FILED  
12 JUN 16 11:52  
SHEBOYGAN, WISCONSIN

**THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:**

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

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

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

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, BARB OLM  
and to the plaintiff's attorney whose address is:



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

You may have an attorney help or represent you.

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

Dated this 10th day of January, 2012



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

*S. ST. GEORGE*  
Process Server:  
Time: *9:37 AM* Date: *1-18-12*  
Address of Serve:  
Person Served:  
*KRISTIN REICHART*  
Person Substitute  
Served Corporate

Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., fka Countrywide Home Loans Servicing, LP  
7105 Corporate Drive  
PTX-B-209  
Plano, TX 75024

Plaintiff

COMPLAINT

Case No:

12CV0054

vs

Case Code: 30404

SHEBOYGAN COUNTY  
WISCONSIN

12 JAN 16 P 4:52

CLERK CIRCUIT COURT  
FILED

Susan M. Hansen  
919 High Avenue  
Sheboygan, WI 53081

Unknown Spouse of Susan M. Hansen  
919 High Avenue  
Sheboygan, WI 53081

City of Sheboygan, Department of City Development  
828 Center Avenue  
Sheboygan, WI 53081

Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

1. That Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., fka Countrywide Home Loans Servicing, LP is a foreign corporation with offices located at 7105 Corporate Drive, PTX-B-209, Plano, TX 75024. Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., fka Countrywide Home Loans Servicing, LP is the plaintiff in this action as it is the current mortgagee of record.
2. That Susan M. Hansen is an adult who, upon information and belief, resides at 919 High Avenue, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of Susan M. Hansen, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That City of Sheboygan, Department of City Development is a party to this action by virtue of a Junior Mortgage between Susan M. Hansen, mortgagor, and City of Sheboygan, Department of City Development, mortgagee, dated May 4, 1998 and recorded June 2, 1998 as document number 1507593 in the amount of \$15,357.00.



5. Said mortgage was subordinated to the mortgage recorded December 27, 2006 as document number 1815990 by a Subordination Agreement dated December 8, 2006, and recorded on December 27, 2006, as Document No: 1815991.
6. On or about December 14, 2006 for value received, mortgagor executed and delivered to the original lender, America's Wholesale Lender, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$46,500.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Mortgage Electronic Registration System, Inc. as nominee for America's Wholesale Lender which mortgage was recorded December 27, 2006 as document number 1815990. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., fka Countrywide Home Loans Servicing, LP, by an assignment recorded on October 17, 2011 as document number 1931967. A copy of said assignment is attached to this complaint as Exhibit "C".
9. The mortgagor failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagor owes for the June, 2011 and subsequent payments and owes a principal balance of \$37,341.26 accruing interest at the current rate of 6.75000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
10. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
11. The property consists of a Single Family Property known as 919 High Avenue, Sheboygan, WI 53081. The property does constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

Lot 7, Block 2 of ASSESSMENT SUBDIVISION NUMBER 16 of the City of Sheboygan, according to the recorded plat thereof. Said land being in the City of Sheboygan, Sheboygan County, Wisconsin.

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

WHEREFORE, plaintiff demands judgment:

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

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

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

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

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

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

Dated this 10th day of January, 2012



---

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

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

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

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

Prepared by: JOHN BEEHNER

# NOTE

DECEMBER 14, 2006  
[Date]

[City]

WISCONSIN  
[State]

919 HIGH AVENUE, SHEBOYGAN, WI 53081  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

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

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

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750%.

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

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

### 3. PAYMENTS

#### (A) Time and Place of Payments

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

I will make my monthly payment on the FIRST day of each month beginning on

FEBRUARY 01, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before principal. If, on JANUARY 01, 2022, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 411.48

### 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

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

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

WISCONSIN FIXED RATE NOTE-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver by Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

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

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

Susan M. Hansen (Seal)  
SUSAN M. HANSEN -Borrower

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

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

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

[Sign Original Only]

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS, INC. A NEW YORK CORPORATION  
DOING BUSINESS AS AMERICA'S WHOLESALE LENDER  
BY: Michele Spolander  
MICHELE SPOLANDER  
EXECUTIVE VICE PRESIDENT

ORIGINAL

# MORTGAGE

1815990

SHEBOYGAN COUNTY, WI  
RECORDED ON  
12/27/2006 12:02PM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 33.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 9  
TRANS # 91540  
# OF PAGES: 12

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
COUNTRYWIDE HOME LOANS, INC.  
MS 8V-79 DOCUMENT PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423

# 34771  
ALL TITLE SERVICES, INC.  
1037 N. HASTINGS WAY  
P.O. BOX 2055

PARCEL IDENTIFIER NUMBER EAU CLAIRE, WI 54702-2055

# 59281 304 020

(Space Above This Line For Recording Data)

(Escrow/Closing #)

(Doc ID #)

MIN 1000157-0007515044-7

## DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated DECEMBER 14, 2006, together with all Riders to this document.

(B) "Borrower" is  
SUSAN M HANSEN, A SINGLE PERSON.  
S.M.H.

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is  
AMERICA'S WHOLESALE LENDER  
Lender is a CORPORATION  
organized and existing under the laws of NEW YORK  
Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 14, 2006. The Note states that Borrower owes Lender FORTY SIX THOUSAND FIVE HUNDRED and 00/100

Dollars (U.S. \$ 46,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2022

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

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP -6A(WI) (0505) CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7281  
CON/VVA

Form 3050 1/01



S.M.H.

12

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

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

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

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

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

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of SHEBOYGAN  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

919 HIGH AVENUE, SHEBOYGAN  
[Street/City]

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

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

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Susan M. Hansen (Seal)  
SUSAN M. HANSEN -Borrower

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

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

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

STATE OF WISCONSIN, SHEBOYGAN DOC ID #: \_\_\_\_\_ County ss: \_\_\_\_\_  
The foregoing instrument was acknowledged before me this 12/14/06  
by SUSAN M. HANSON

My Commission Expires: 02/01/09

KDW  
Notary Public, State of Wisconsin  
Kevin D. Weier

This instrument was prepared by  
JOHN BEEHNER  
AMERICA'S WHOLESALE LENDER  
18000 W SARAH LANE, SUITE 330, BROOKFIELD, WI 53045



**EXHIBIT "A"**

**Lot 7, Block 2 of Assessment Subdivision Number 16 of the City of Sheboygan, according to the recorded plat thereof.**

**Tax Parcel #: 59281304020**

**ASSIGNMENT OF MORTGAGE**

Recording Requested By:  
Bank of America  
Prepared By: Ceclia Rodriguez  
888-603-9011  
When recorded mail to:  
CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036

**1931967**  
**SHEBOYGAN COUNTY, WI**  
RECORDED ON  
**10/17/2011 09:45 AM**  
**ELLEN R. SCHLEICHER**  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 3  
PAGES: 1

DocID# 12115369842611744  
Tax ID: 59281304020  
Property Address:  
919 High Ave  
Sheboygan, WI 53081-5866  
WIO-AM 15563702 10/5/2011

This space for Recorder's use

MIN #: 1000157-0007515044-7

MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 8609 WESTWOOD CENTER, VIENNA, VA 22183 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: AMERICA'S WHOLESALE LENDER  
Mortgagor(s): SUSAN M HANSEN, A SINGLE PERSON  
Date of Mortgage: 12/14/2006  
Original Loan Amount: \$46,500.00  
Recorded in Sheboygan County, WI on: 12/27/2006, book N/A, page N/A and instrument number 1815990

Property Legal Description:  
LOT 7, BLOCK 2 OF ASSESSMENT SUBDIVISION NUMBER 16 OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF. TAX PARCEL #: 59281304020

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

10/16/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Witness: Richard Paz

By: Debbie Nieblas  
Debbie Nieblas Assistant Secretary

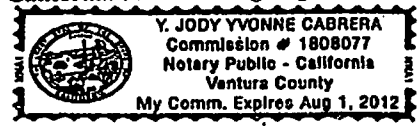
State of California  
County of Ventura

Y. Jody Yvonne Cabrera, Notary Public

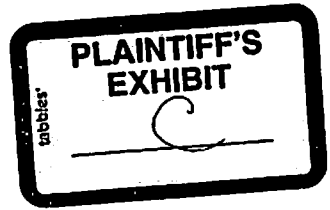
On OCT 6 2011 before me, \_\_\_\_\_, Notary Public, personally appeared Debbie Nieblas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

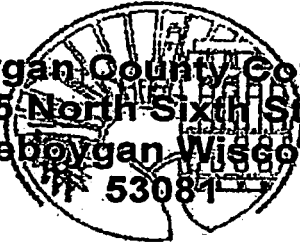
WITNESS my hand and official seal.



Notary Public: [Signature] (Seal)  
My Commission Expires: \_\_\_\_\_



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



**Sheboygan County**  
**Foreclosure Mediation Programs**  
*Finding Solutions*

## Notice of Availability of Mediation

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

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

***To Request a Mediation Conference:***

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

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

**A Mediation Request is not a response to the Summons.**

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

**What happens after you apply for Mediation?**

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

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

**Sheboygan County**  
**Foreclosure Mediation Programs**  
**Request for Mediation**  
*Finding Solutions*

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

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

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

Sheboygan County Case Number (located on your Summons): 12 CV

Name of Homeowner(s): Susan Hansen

Property Address: 919 High Avenue, Sheboygan, WI 53081

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

Best telephone number to reach you during the day: \_\_\_\_\_

Alternate telephone number: \_\_\_\_\_

Name of the Lender/Plaintiff in your case: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., fka Countrywide Home Loans Servicing, LP

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

1. Is the property being foreclosed on your primary residence? \_\_\_\_ Yes \_\_\_\_ No
2. Does the property consist of four or fewer dwelling units? \_\_\_\_ Yes \_\_\_\_ No

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

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

If yes, whom have you met with? \_\_\_\_\_

5. What is your monthly income from all sources? \_\_\_\_\_

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

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

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness  Adjustable interest Rate / Balloon

Loss of Employment  Expenses exceed income

Other: \_\_\_\_\_

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

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

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

What language? \_\_\_\_\_

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

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

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner's Signature Date

\_\_\_\_\_

*Claim # 29-11  
Llong*

JAN 31 '12 AM 11:15

January 30, 2012

City Clerk  
Sheboygan, WI

I've attached the current Personal Property Tax Bill for 2011 and the Prepared Statement of Personal Property from 2011 on which it was based.

I made an error on page 4 - Total Supplies Inventory, which should have been about \$100. Instead, I listed my total inventory. It was at the time when my son was diagnosed with Lou Gehrig's Disease, and I simply wasn't concentrating well.

Hopefully this can be amended. I am requesting a reimbursement of approximately \$1400.

My attorney, Jason Dierkes, directed me to have the enclosed information served to the City Clerk, citing Statutes 74.35 and 74.37.

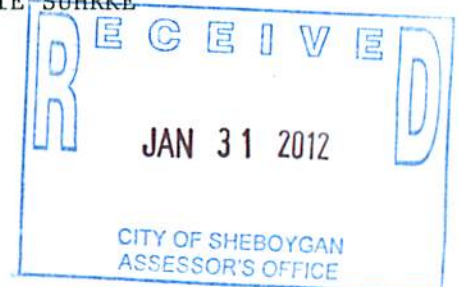
Thank you for your consideration.

Respectfully,

*Mary Christian*

Mary Christian  
841 Riverfront Drive  
Sheboygan, WI 53081  
920-208-7511  
815-218-3746

CC: ATTY'S OFFICE, JIM AMODEO, LEE GROSENICK, LAURIE SUHRKE



STATE OF WISCONSIN  
**PERSONAL PROPERTY TAX BILL FOR 2011**

CHRISTIAN, MARY K  
 THE MAP & GLOBE EXCHANGE

PROPERTY NUMBER: 59281810237  
 Correspondence should refer to Property Number.

**CITY OF SHEBOYGAN  
 SHEBOYGAN COUNTY**

492

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/>	A star in this box means unpaid prior year taxes.																																																																					
		69,710	103.625			67,270																																																																							
<table border="1"> <thead> <tr> <th>2010</th> <th>2011</th> <th>2010</th> <th>2011</th> <th>% Tax Change</th> <th>NET PROPERTY TAX</th> </tr> <tr> <th>Est. State Aids Allocated Tax Dist</th> <th>Est. State Aids Allocated Tax Dist</th> <th>Net Tax</th> <th>Net Tax</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1.86</td> <td>11.42</td> <td>514.0</td> <td>1719.12</td> </tr> <tr> <td>1864545</td> <td>1565468</td> <td>55.92</td> <td>345.65</td> <td>518.1</td> <td></td> </tr> <tr> <td>14116460</td> <td>13280341</td> <td>92.36</td> <td>586.73</td> <td>535.3</td> <td></td> </tr> <tr> <td>52777760</td> <td>48098573</td> <td>106.73</td> <td>670.17</td> <td>527.9</td> <td></td> </tr> <tr> <td>851665</td> <td>627000</td> <td>17.09</td> <td>105.15</td> <td>515.3</td> <td></td> </tr> <tr> <td colspan="5"><b>TOTAL 69610430</b></td> <td><b>63571382</b></td> <td><b>273.96</b></td> <td><b>1719.12</b></td> <td><b>527.5</b></td> </tr> <tr> <td colspan="5">Lottery &amp; Gaming Credit</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5">Net Property Tax</td> <td></td> <td><b>273.96</b></td> <td><b>1719.12</b></td> <td><b>527.5</b></td> </tr> </tbody> </table>							2010	2011	2010	2011	% Tax Change	NET PROPERTY TAX	Est. State Aids Allocated Tax Dist	Est. State Aids Allocated Tax Dist	Net Tax	Net Tax					1.86	11.42	514.0	1719.12	1864545	1565468	55.92	345.65	518.1		14116460	13280341	92.36	586.73	535.3		52777760	48098573	106.73	670.17	527.9		851665	627000	17.09	105.15	515.3		<b>TOTAL 69610430</b>					<b>63571382</b>	<b>273.96</b>	<b>1719.12</b>	<b>527.5</b>	Lottery & Gaming Credit									Net Property Tax						<b>273.96</b>	<b>1719.12</b>	<b>527.5</b>	<b>TOTAL DUE FOR FULL PAYMENT</b> PAY BY JANUARY 31, 2012 <b>\$1719.12</b>	
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Local taxes reduced by local levy tax credit <b>118.00</b>		<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect Lottery Credit) <b>24.6610063</b>		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.																																																																						
11 Riverfront Dr		CHRISTIAN, MARY K THE MAP & GLOBE EXCHANGE 841 RIVERFRONT DR SHEBOYGAN WI 53081-4656			1st Installment by JANUARY 31 2012 <b>1719.12</b>		2nd Installment by JULY 31 2012																																																																						

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
 RETAIN THIS PORTION AS YOUR COPY

TEAR HERE TEAR HERE

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT  
 PERSONAL PROPERTY TAX BILL FOR 2011**



AC108846

to make all payments to the City of Sheboygan.

Property Number: 59281810237

Pay 1st Installment - \$1719.12

Or

Name: CHRISTIAN, MARY K  
 THE MAP & GLOBE EXCHANGE  
 841 RIVERFRONT DR  
 SHEBOYGAN WI 53081-4656

Pay Full Payment - \$1719.12  
 By January 31, 2012

Property Address: 841 Riverfront Dr

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment Monday-Thursday 9:00-5:00 Friday 9:00-8:00 Sat 9:00-Noon, 8th St. closed Sat Closed 12/26

Drop Off Site: None

Mail Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Business Municipality Closed: NA

Online Payments: No

Telephone: 920-459-3395

Make check payable and mail to:

**City of Sheboygan**  
**828 Center Ave Suite 205**  
**Sheboygan WI 53081**

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and applicable penalty. (See Reverse)

Due Date

Mar 1, 2011

Prepared Statement of Personal Property

Subject to Assessment January 1, 2011

2011

Who must file: Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

Failure to file: If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4) WI Statutes.

Property owner (or in his/her charge as agent, consignee, or other representative capacity):

Christian, Mary K
d.b.a. The Map & Globe Exchange
841 Riverfront Dr
Sheboygan, WI 53081

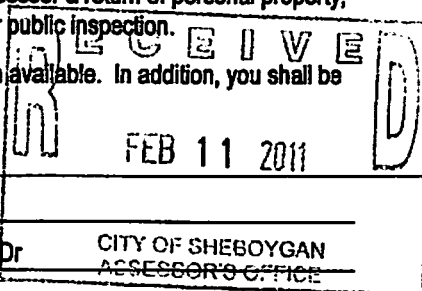
Account number: 59281810237

Property address: 841 Riverfront Dr

Municipality: City of Sheboygan

County: Sheboygan

CITY OF SHEBOYGAN
ASSESSOR'S OFFICE



Business activity:

Business status change section with checkboxes for moved, sold, discontinued and fields for name, address, city, zip, and phone.

Schedule A

Summary of Personal Property as of January 1, 2011

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality.

Table with 3 columns: Property Description, Non-assessable Property, Assessable Property. Rows include Boats, Machinery, Furniture, Exempt computers, Multifunction faxes, Improvements on leased land, Supplies, and Other personal property.

Handwritten values: 5140, 4050, 40, 6005, 430, 69110

Total assessable (may not include all buildings on leased land if assessor has not determined value)

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2011.

Signature and contact information section for owner (Mary Christian) and preparer.

Return to: City of Sheboygan Assessment Department 828 Center Ave Ste 302 Sheboygan, WI 53081. If you have any questions about this form, please contact: Department Of Assessment (920)459-3388

**Schedule B  
Boats and Other Watercraft**

Schedule B is for reporting boats and other watercraft not exempt. See tables of Composite Useful Lives and Conversion Factors at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal) to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2011.

Year/Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan. 1, 2011
Use additional sheets of necessary				Total declared value (enter here and on Schedule A)

**Schedule C  
Machinery, Tools and Patterns**

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2010 should be summarized in column 2. Assets owned on January 1, 2011 should be summarized in column 4.

Year/Asset Acquired	column 2 Total Original Installed Cost as of Jan. 1, 2010 by Year Acquired	column 3 Additions, Disposals and Transfers During 2010 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2011 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan. 1, 2011
2010	\$0			0.925	
2009				0.786	
2008	\$3,000			0.688	
2007				0.596	
2006				0.522	
2005	\$6,800			0.451	
2004				0.394	
2003				0.336	
2002				0.285	
2001				0.242	
Prior to '01				0.135	
Total declared value (enter here and on Schedule A)					

**Schedule D  
Furniture, Fixtures and Office Equipment**

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2010 should be summarized in column 2. Assets owned on January 1, 2011 should be summarized in column 4.

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2006				0.522	
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2004				0.394	
2003				0.336	
2002				0.285	
2001				0.242	
Prior to '01				0.135	
Total declared value (enter here and on Schedule A)					

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2010	\$0			0.925	
2009				0.786	
2008	\$1,000			0.688	
2007				0.596	
2006				0.522	
2005	\$7,442			0.451	
2004				0.394	
2003				0.336	
2002				0.285	
2001				0.242	
Prior to '01				0.135	
Total declared value (enter here and on Schedule A)					

Schedule D-1

**Exempt Computer Hardware, Software, Single Function Fax Machines, Cash Registers  
Include Only Property that is Owned by You (Not Leased)**

Do not report custom software. Report all owned mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2010 should be summarized in column 2. Assets owned on January 1, 2011 should be summarized in column 4.

	column 2	column 3	col 2 + col 3 = column 4	column 5	col 4 x col 5
Year Asset Acquired	Total Original Installed Cost as of Jan 1, 2010 by Year Acquired	Additions, Disposals and Transfers During 2010 (Full Cost When Acquired)	Total Original Installed Cost as of Jan 1, 2011 by Year Acquired	Conversion Factor (4 year)	Declared Value on Jan 1, 2011
2010	\$0			0.813	
2009				0.508	
2008				0.327	
2007				0.208	
2006				0.134	
2005	\$1,550			0.084	
2004				0.052	
Prior to '04				0.033	
				<b>Total declared value</b>	

(enter here and on Schedule A)

Note: Per Section 70.36(1M) Any person, firm or corporation that fails to include information on property that is exempt under Section 70.11(39) and (39m) on the report under Section 70.35 shall forfeit \$10 for every \$100 or major fraction thereof that is not reported.

Schedule D-2

**Multifunction Fax Machines, Copiers, Postage Meters, Telephone Systems and Computerized Equipment**

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2010 should be summarized in column 2. Assets owned on January 1, 2011 should be summarized in column 4.

	column 2	column 3	col 2 + col 3 = column 4	column 5	col 4 x col 5
Year Asset Acquired	Total Original Installed Cost as of Jan 1, 2010 by Year Acquired	Additions, Disposals and Transfers During 2010 (Full Cost When Acquired)	Total Original Installed Cost as of Jan 1, 2011 by Year Acquired	Conversion Factor (6 year)	Declared Value on Jan 1, 2011
2010	\$0			0.875	
2009				0.656	
2008				0.507	
2007				0.387	
2006				0.299	
2005	\$170			0.229	
Prior to '05				0.122	
				<b>Total declared value</b>	

(enter here and on Schedule A)

Schedule E

**Improvements on Leased Land**

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2011 (Determined by Assessor)
			<b>Total declared value</b>

Use additional sheets if necessary

(enter here and on Schedule A)

**Schedule F**

**Leased Equipment (Property in Charge of But Not Owned)**

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Failure to report all leased equipment may trigger an audit to verify the accuracy of all information reported. Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

**Schedule G**

**Supplies**

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, or are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, and any other supplies in your possession on January 1, 2011.

Total supplies inventory on Jan 1, 2011. Do not itemize. Enter here and on Schedule A.	\$ 60,000.00
----------------------------------------------------------------------------------------	--------------

**Schedule H**

**All Other Personal Property, Leasehold Improvements, Signs, Billboards, Video Tapes, Logs and Forest Products, Other Improvements on Leased Land, Exempt Land, Forest Crop Land, or Managed Forest Land**

Report all other leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. See tables of Composite Useful Lives and Conversion Factors at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal) to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2011.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2011
2005	Signage	\$950	10	\$428
Total declared value (enter here and on Schedule A)				

Use additional sheets of necessary

**Schedule F**

**Leased Equipment (Property in Charge of But Not Owned)**

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Failure to report all leased equipment may trigger an audit to verify the accuracy of all information reported. Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

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Total supplies inventory on Jan 1, 2011. Do not itemize. Enter here and on Schedule A.	\$ 60,000.00
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Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2011
2005	Signage	\$950	10	\$428
Total declared value (enter here and on Schedule A)				

Use additional sheets of necessary

### **74.35 Recovery of unlawful taxes.**

**(1) Definitions.** In this section "unlawful tax" means a general property tax with respect to which one or more errors specified in s. [74.33 \(1\) \(a\) to \(f\)](#) were made. "Unlawful tax" does not include a tax in respect to which the alleged defect is solely that the assessor placed a valuation on the property that is excessive.

#### **(2) Claim against taxation district.**

**(a)** A person aggrieved by the levy and collection of an unlawful tax assessed against his or her property may file a claim to recover the unlawful tax against the taxation district which collected the tax.

**(b)** A claim filed under this section shall meet all of the following conditions:

1. Be in writing.
2. State the alleged circumstances giving rise to the claim, including the basis for the claim as specified in s. [74.33 \(1\) \(a\) to \(e\)](#).
3. State as accurately as possible the amount of the claim.
4. Be signed by the claimant or his or her agent.
5. Be served on the clerk of the taxation district in the manner prescribed in s. [801.11 \(4\)](#).

**(2m) Exclusive procedure.** A claim that property is exempt, other than a claim that property is exempt under s. [70.11 \(21\) or \(27\)](#), may be made only in an action under this section. Such a claim may not be made by means of an action under s. [74.33](#) or an action for a declaratory judgment under s. [806.04](#).

#### **(3) Action on claim.**

**(a)** In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

**(b)** The taxation district shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

**(c)** If the governing body of the taxation district determines that an unlawful tax has been paid and that the claim for recovery of the unlawful tax has complied with all legal requirements, the governing body shall allow the claim. The taxation district treasurer shall pay the claim not later than 90 days after the claim is allowed.

**(d)** If the taxation district disallows the claim, the claimant may

commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.

**(4)** Interest. The amount of a claim filed under sub. [\(2\)](#) or an action commenced under sub. [\(3\)](#) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8% per month.

**(5)** Limitations on bringing claims.

**(a)** Except as provided under par. [\(b\)](#), a claim under this section shall be filed by January 31 of the year in which the tax is payable.

**(b)** A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. [74.11](#), [74.12](#) or [74.87](#).

**(c)** No claim may be filed or maintained under this section unless the tax for which the claim is filed, or any authorized installment payment of the tax, is timely paid under s. [74.11](#), [74.12](#) or [74.87](#).

**(d)** No claim may be made under this section based on the contention that the tax was unlawful because the property is exempt from taxation under s. [70.11 \(21\)](#) or [\(27\)](#).

**(6)** Compensation for taxation district. If taxes are refunded under sub. [\(3\)](#), the governing body of the taxation district may proceed under s. [74.41](#).

**History:** [1987 a. 378](#); [1989 a. 104](#); [1991 a. 39](#); [1997 a. 237](#); [2007 a. 19](#).

This section only authorizes courts to determine whether a taxpayer is exempt from taxes already paid, not taxes that might be assessed in the future. Tax exempt status, once granted, is not automatic. It is subject to continuing review, a notion inconsistent with a declaration that property is exempt from future property taxes. Northwest Wisconsin Community Services Agency, Inc. v. City of Montreal, 2010 WI App 119, \_\_\_ Wis. 2d \_\_\_, [789 N.W.2d 392](#), [09-2568](#).

### **74.37 Claim on excessive assessment.**

**(1)** Definition. In this section, a "claim for an excessive assessment" or an "action for an excessive assessment" means a claim or action, respectively, by an aggrieved person to recover that amount of general property tax imposed because the assessment of property was excessive.

**(2)** Claim.

**(a)** A claim for an excessive assessment may be filed against the

taxation district, or the county that has a county assessor system, which collected the tax.

**(b)** A claim filed under this section shall meet all of the following conditions:

1. Be in writing.
2. State the alleged circumstances giving rise to the claim.
3. State as accurately as possible the amount of the claim.
4. Be signed by the claimant or his or her agent.
5. Be served on the clerk of the taxation district, or the clerk of the county that has a county assessor system, in the manner prescribed in s. 801.11 (4) by January 31 of the year in which the tax based upon the contested assessment is payable.

**(3)** Action on claim.

**(a)** In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

**(b)** The taxation district or county that has a county assessor system shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

**(c)** If the governing body of the taxation district or county that has a county assessor system determines that a tax has been paid which was based on an excessive assessment, and that the claim for an excessive assessment has complied with all legal requirements, the governing body shall allow the claim. The taxation district or county treasurer shall pay the claim not later than 90 days after the claim is allowed.

**(d)** If the taxation district or county disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by registered or certified mail that the claim is disallowed.

**(4)** Conditions.

**(a)** No claim or action for an excessive assessment may be brought under this section unless the procedures for objecting to assessments under s. 70.47, except under s. 70.47 (13), have been complied with. This paragraph does not apply if notice under s. 70.365 was not given.

**(b)** No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed,

or any authorized installment of the tax, is timely paid under s. [74.11](#) or [74.12](#).

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. [70.47 \(7\) \(c\)](#), [\(13\)](#), or [\(16\) \(c\)](#) or [70.85](#). No assessment may be contested under s. [70.47 \(7\) \(c\)](#), [\(13\)](#), or [\(16\) \(c\)](#) or [70.85](#) if a claim is brought and maintained under this section based on the same assessment.

**NOTE: The supreme court in Metropolitan Associates v. City of Milwaukee, 2011 WI 20, held the amendment of par. (c) by [2007 Wis. Act 86](#) to be unconstitutional and severed from the remainder of the statute. Prior to the amendment by Act 86, par. (c) read:**

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. [70.47 \(13\)](#) or [70.85](#). No assessment may be contested under s. [70.47 \(13\)](#) or [70.85](#) if a claim is brought and maintained under this section based on the same assessment.

(d) No claim or action for an excessive assessment may be brought or maintained under this section if the taxation district in which the property is located enacts an ordinance under s. [70.47 \(7\) \(c\)](#) or if the 1st class city in which the property is located enacts an ordinance under s. [70.47 \(16\) \(c\)](#), except that this paragraph does not apply if the taxation district or the 1st class city did not comply with s. [70.365](#).

**NOTE: The supreme court in Metropolitan Associates v. City of Milwaukee, 2011 WI 20, held the creation of par. (d) by [2007 Wis. Act 86](#) to be unconstitutional and severed from the remainder of the statute.**

(5) Interest. The amount of a claim filed under sub. [\(2\)](#) or an action commenced under sub. [\(3\)](#) may include interest at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

(6) Exception. This section does not apply in counties with a population of 500,000 or more.

**NOTE: The supreme court in Nankin v. Village of Shorewood, 2001 WI 92, [245 Wis. 2d 86](#), [630 N.W.2d 141](#), held sub. (6) to be unconstitutional and severed from the remainder of the statute.**

(7) Compensation. If taxes are refunded under sub. [\(3\)](#), the governing body of the taxation district or county that has a county assessor system may proceed under s. [74.41](#).

**History:** [1987 a. 378](#); [1989 a. 104](#); [1993 a. 292](#); [1995 a. 408](#); [2007 a. 86](#).

Sections [70.47 \(13\)](#), [70.85](#), and [74.37](#) provide the exclusive method to challenge a

municipality's bases for assessment of individual parcels. All require appeal to the board of review prior to court action. There is no alternative procedure to challenge an assessment's compliance with the uniformity clause. *Hermann v. Town of Delavan*, [215 Wis. 2d 370](#), [572 N.W.2d 855](#) (1998), [96-0171](#).

Sub. (6) is unconstitutional and severed from the remainder of the section. *Nankin v. Village of Shorewood*, 2001 WI 92, [245 Wis. 2d 86](#), [630 N.W.2d 141](#), [99-1058](#).

Claimants who never received notice of a changed assessment under s. 70.365 were exempt from the obligation to proceed before the board of review. However, they were required to meet the January 31 filing date in sub. (2), regardless of the fact that they never received the notice. *Reese v. City of Pewaukee*, 2002 WI App 67, [252 Wis. 2d 361](#), [642 N.W.2d 596](#), [01-0850](#).

While certiorari review of an assessment is limited to the review of the board of assessment's record, sub. (3) (d) allows the court to proceed without regard to any determination made at an earlier proceeding. The assessor's assessment is presumed correct only if the challenging party does not present significant contrary evidence. The court may hear new evidence and can enter a judgment if it is in the best interest of the parties under s. 73.39 (3). *Bloomer Housing Limited Partnership v. City of Bloomer*, 2002 WI App 252, [257 Wis. 2d 883](#), [653 N.W.2d 309](#), [01-3495](#).

After *Nankin*, the state-wide application of this section must prevail over any statutes that would defeat its implementation. Special rules help harmonize provisions that were once fully compatible with this section but, as a result of *Nankin*, conflict with this section.

*U.S. Bank National Association v. City of Milwaukee*, 2003 WI App 220, [267 Wis. 2d 718](#), [672 N.W.2d 722](#), [03-0724](#).

When a taxpayer brings an action to recover excessive taxes under this section, the least favorable outcome for the taxpayer, and the best possible outcome for the taxation authority, is for the court to conclude there were no excessive taxes. The court cannot impose a greater tax burden than the one the taxation authority already agreed to when it accepted the taxpayer's payment. Although the court need not defer to the board of review's determination, and there is a statutory presumption that the assessor's determination is correct, when the board of review reduces the original assessment the court cannot reinstate the assessor's original assessment. *Trailwood Ventures, LLC v. Village of Kronenwetter*, 2009 WI App 18, [315 Wis. 2d 791](#), [762 N.W.2d 841](#), [08-1221](#).

When a city assessor correctly applies the Property Assessment Manual and statutes, and there is no significant evidence to the contrary, courts will reject a party's challenge to the assessment. *Allright Properties, Inc. v. City of Milwaukee*, 2009 WI App 46, [317 Wis. 2d 228](#), [767 N.W.2d 567](#), [08-0510](#).



Claim #28-11

Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

22 East Mifflin Street  
Suite 600  
Madison, WI 53703

Telephone: 608-229-2200  
Facsimile: 608-229-2100  
Toll Free: 800-728-6239  
reinhartlaw.com

January 25, 2012

JAN 27 '12 PM 2:09

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhartlaw.com

### CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk  
City of Sheboygan  
828 Center Avenue, 2nd Floor  
Sheboygan, WI 53081

Dear Clerk:

Re: Tax Parcel Nos.: 59281205930,  
59281629780 & 59281431734

Now comes Claimant, Walgreen Co., tenant of parcels 59281205930, 59281629780 & 59281431734 (the "Properties") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2011, plus statutory interest, with respect to the Properties.
2. Claimant is the tenant of the Properties, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Properties and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

CC: ATTY'S OFFICE, JIM AMORDEO, LEE GROSZNICK, LAURI SUHRKE

4. The Properties are located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 Business Drive within the City, and are identified in the City records as Tax Parcel Nos.: 59281205930, 59281629780 & 59281431734.

5. For 2011, property in the City was assessed at 103.625% of its fair market value as of January 1, 2011.

6. For 2011, property tax was imposed on property in the City at the rate of \$24.6610063 per \$1,000 for of the assessed value for Property.

7. For 2011, the City's assessor set the assessments of the Properties as follows:

59281205930: \$2,588,100  
59281629780:\$2,485,500  
59281431734: \$2,400,000.

8. Claimant appealed the 2011 assessment of the Properties by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessments on the merits as follows:

59281205930: \$2,588,100  
59281629780:\$2,485,500  
59281431734: \$2,400,000

10. Based on those assessments, the assessment ratio and tax rate described in paragraphs 5, 6 and 7, the City imposed taxes on the Properties approximately as follows:

59281205930: \$63,825.13  
59281629780:\$61,215.38  
59281431734: \$59,186.40.

11. Claimant timely paid the property taxes imposed by the City on the Properties for 2011, or the required installment thereof.

12. The fair market value of the Properties as of January 1, 2011 were no higher than the following:

59281205930: \$1,375,200  
59281629780:\$1,324,800  
59281431734: \$1,375,200.

13. Based on the assessment ratio of 103.625%, the correct assessments of the Properties for 2011 were no higher than the following:

59281205930: \$1,425,051  
59281629780:\$1,372,824  
59281431734: \$1,425,051.

14. Based on the tax rate of \$24.6610063 per \$1,000 of assessed value, the correct amounts of property tax on the Properties for 2011 should be no higher than the following:

59281205930: \$35,143.18  
59281629780:\$33,855.21  
59281431734: \$35,143.18.

15. The 2011 assessments of the Properties, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Properties for 2011 were excessive in at least the amount of \$80,085.

16. Claimant is entitled to a refund of 2011 tax in the amount of \$80,085, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

Sue Richards, Clerk  
January 25, 2012  
Page 4

17. The amount of this claim is \$80,085, plus interest thereon.

Dated at Madison, Wisconsin, this 25th day of January, 2011.

Sincerely yours,



Don M. Millis  
Agent for Claimant

REINHART\8265912DMM:ESJ



Claim # 27-11

Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

22 East Mifflin Street  
Suite 600  
Madison, WI 53703

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Toll Free: 800-728-6239  
reinhartlaw.com

January 25, 2012

JAN 27 '12 PM 2:09

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhartlaw.com

### CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk  
City of Sheboygan  
828 Center Avenue, 2nd Floor  
Sheboygan, WI 53081

*Filed  
Jan 27 - 12  
2:00pm*

Dear Clerk:

Re: Tax Parcel No. 59281-215850

Now comes Claimant, JFM1, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2011, plus statutory interest, with respect to the Property.
2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.
4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No.: 59281-215850.

CC: ATTY'S OFFICE, JIM AMODEO, LEE GROSENICK, LAURI SUHRKE

5. For 2011, property in the City was assessed at 103.625% of its fair market value as of January 1, 2011.

6. For 2011, property tax was imposed on property in the City at the rate of \$24.6610063 per \$1,000 for of the assessed value for Property.

7. For 2011, the City's assessor set the assessment of the Property at \$12,424,400.

8. Claimant appealed the 2011 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$12,424,400.

10. Based on the assessment, the assessment ratio and tax rate described in paragraphs 5, 6 and 7, the City imposed tax on the Property approximately in the amount of \$306,398.21.

11. Claimant timely paid the property taxes imposed by the City on the Property for 2011, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2011 was no higher than \$2,876,300.

13. Based on the assessment ratio of 104.59%, the correct assessment of the Property for 2011 is no higher than \$2,980,596.90.

14. Based on the tax rate of \$20.47356 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2011 should be no higher than \$73,504.50.

15. The 2011 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2011 was excessive in at least the amount of \$233,485.

Sue Richards, Clerk  
January 25, 2012  
Page 3

16. Claimant is entitled to a refund of 2011 tax in the amount of \$233,485, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is \$233,485, plus interest thereon.

Dated at Madison, Wisconsin, this 25th day of January, 2011.

Sincerely yours,



Don M. Millis  
Agent for Claimant

REINHART\8271838DMM:ESJ

**Address to Common Council and Agenda Item**

**Sheboygan County Taxpayers Alliance**

**Richard W. Suscha – SCTA Spokesman**

**Why haven't the aldermen introduced a referendum question about a full-time or part-time mayor? Based on the recent establishment of a City Administrator, the position of mayor need not be, nor should it be, a full-time position, even at a reduced salary of \$60,000. That, plus benefits, plus a 2.5% increase every year is way too much for a person who now will only cut ribbons, run council meetings, appoint committee members and talk about his vision.**

**The City Administrator, just like the County Administrator, is now the most important position... as it should be. The county has done an excellent job in controlling expenses over the last six years. The same can happen in the city of Sheboygan. The citizens will not lose their right to chose and elect a mayor, only it will be a part-time position. Remember, he or she, will still break ties and have 'veto' power. Those are important issues, but not worth the position or salary of a full-time mayor. We don't need a \$60,000 full-time mayor much less a \$60,000 part-time mayor.**

**Now you are talking about increasing the City Administrator's salary. What happened to a revenue neutral position??? That promise didn't last long!!! It's time to re-think this issue and ask the people about a full-time or part-time mayor before it's too late.**

**Sheboygan County Taxpayers Alliance**

January 26, 2012

To all City of Sheboygan alderpersons I respectfully submit:

The issue of restoring dignity to the office of mayor in Sheboygan cannot be accomplished at the ballot box. It is a well known fact that name recognition and money spent on an election often determine the outcome, but neither of these satisfy the objective of restoring dignity.

It then follows that the allegations lodged against the accused are either validated or disproved, and that should be the basis of our determination.

The outcome of the upcoming mayoral recall election, no matter the winner, must not prevent the quasi-judicial hearing from happening, for it is the only way to put the matter behind us.

All parties involved, the general public and the mayor himself deserve closure.

Richard W. Hartmann

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR  
TECHNICAL SUPPORT SERVICES  
BETWEEN THE CITY OF SHEBOYGAN AND THE  
CITY OF SHEBOYGAN FALLS**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** is entered into by and between the City of Sheboygan ("**SHEBOYGAN**"), and City of Sheboygan Falls ("**SHEBOYGAN FALLS**"), for technical support services.

**RECITALS**

**WHEREAS**, the City of Sheboygan Falls has need from time to time for technical support services for hardware and software for its Police Department which is connected to the City of Sheboygan's network and computer systems; and

**WHEREAS**, the City of Sheboygan is willing to make certain technical support services of its Information Technology Department ("**IT DEPT.**") available to the City of Sheboygan Falls; and

**WHEREAS**, Sec. 66.0301, Wis. Stats., Wisconsin's Intergovernmental Cooperation Statute, authorizes municipalities to contract with one another for the receipt or furnishing of services.

**NOW, THEREFORE**, it is agreed between the parties hereto that, in consideration of the mutual covenants, promises and agreements contained herein, **SHEBOYGAN** will provide technical support services as more fully set forth herein for **SHEBOYGAN FALLS**.

1. **SHEBOYGAN** will provide technical support assistance for hardware and software in the **SHEBOYGAN FALLS** Police Department which is connected to **SHEBOYGAN'S** network and computer systems including, but not limited to, the following: setup and install personal computers and software, troubleshoot hardware and software errors, configure network hardware and software.

2. **SHEBOYGAN** will provide technical services upon request by **SHEBOYGAN FALLS**.

3. **SHEBOYGAN FALLS** shall pay a yearly maintenance fee on services used based on user percentage allocation, which said allocation shall be reviewed annually. For the period July 1, 2011 through June 30, 2012, the annual maintenance fee charged

to **SHEBOYGAN FALLS** shall be \$3,932.00. Exhibit A, attached hereto, illustrates how this figure was determined. In addition, any hardware, software, and user licenses needing to be purchased shall be billed at **SHEBOYGAN'S** cost thereof. There shall be no charge for limited telephone assistance.

4. This Agreement shall be in effect from the date of execution hereof until terminated by either party upon thirty (30) days' prior written notice to the other addressed to the respective city clerk.

5. **SHEBOYGAN**, its officers, officials and employees, do not assume any responsibility for loss of data caused by any of its support services activities. **SHEBOYGAN FALLS** shall indemnify and hold **SHEBOYGAN**, its officers, officials and employees, harmless from any costs, expenses or liability directly or indirectly arising out of any claim from any party based upon services under this Agreement, excluding claims of gross negligence or willful misconduct on the part of **SHEBOYGAN**, its officers, officials or employees. Such indemnity shall survive the termination of this Agreement.

6. **Excused Performance:** **SHEBOYGAN**, its officials, officers and employees, shall not be liable for, and are excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control or when the needs of **SHEBOYGAN** are such that sufficient **SHEBOYGAN IT DEPT.** personnel are unavailable to perform services for outside entities, it being understood that **SHEBOYGAN IT DEPT.** personnel's primary responsibility is to **SHEBOYGAN**.

7. **Miscellaneous:**

- a. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or other provisions hereof.
- b. If any provision of this Agreement, or portion thereof, is invalid or unenforceable in any circumstances, the remainder of this Agreement and the application of such provision in any other circumstance, shall not be affected thereby.

c. Users of **SHEBOYGAN'S** computer network and systems are subject to, and agree to comply with, existing **SHEBOYGAN IT DEPT.** policies.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Robert Ryan, Mayor, and Susan Richards, City Clerk, this \_\_\_\_ day of \_\_\_\_\_, 201~~1~~<sup>2</sup>

**CITY OF SHEBOYGAN**

BY: \_\_\_\_\_  
Robert Ryan  
Mayor

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

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201~~1~~<sup>2</sup>

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

**IN WITNESS WHEREOF**, the City of Sheboygan Falls has caused this instrument to be executed by Randy Meyer, Mayor, and Joel Tauschek, Clerk/Treasurer, this 17<sup>th</sup> day of January, 201~~1~~<sup>2</sup>.

**CITY OF SHEBOYGAN FALLS**

BY: \_\_\_\_\_  
Randy Meyer  
Mayor

ATTEST: \_\_\_\_\_  
Joel Tauschek  
Clerk/Treasurer

Subscribed and sworn to before me  
this 17<sup>th</sup> day of JANUARY, 201~~1~~<sup>2</sup>

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires Aug 10, 2014

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

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

agmts/intergovCoopAgmtTechSupport-ShebFalls-060811

**Exhibit A**

**Annual IT Support Costs Matrix**

Item	Yearly Cost
Anti-Virus	\$ 2,902
Backup Software	\$ 1,993
Backup Tape Library	\$ 2,015
HVAC	\$ 1,650
Network Electronics	\$ 1,819
SAN Storage	\$ 4,503
UPS	\$ 3,358
Support (.25 FTE x \$75/hr)	\$ 39,000
VM Ware	\$ 8,742
Internet Connections	\$ 4,488
Internet Filtering	\$ 1,000
Mail Archive	\$ 520
Email SPAM/Virus Filtering	\$ 1,000
Spillman - 2 factor sign on	\$ 72,991
Firewall	

	Kohler	Sheboygan Falls	Plymouth
	2.60%	4.91%	5.21%
\$	75	142	151
\$	52	98	104
\$	52	99	105
\$	43	81	86
\$	47	89	95
\$	117	221	235
\$	87	165	175
\$	1,014	1,915	2,032
\$	227	429	455
\$	117	220	234
\$	26	49	52
\$	14	26	27
\$	26	49	52
\$	128	224	272
\$	124	124	124
\$	2,150	3,932	4,198

Percentage of users

Based on a combined support hour total for all 3. We can review a different mix for this if desired

Required for Internet browsing access  
Exclude if not using City email services  
Exclude if not using City email services

Costs do not include Spillman charges from the County



411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4197  
Tel 414.277.5000  
Fax 414.271.3552  
www.quarles.com

**Attorneys at Law in:**  
*Phoenix and Tucson, Arizona  
Naples and Tampa, Florida  
Chicago, Illinois  
Milwaukee and Madison, Wisconsin  
Shanghai, China*

February 1, 2012

City of Sheboygan and  
Redevelopment Authority of the City of Sheboygan  
828 Center Avenue, Suite 304  
Sheboygan WI 53081-4414

Attention: Stephen G. McLean, City Attorney

Re: Blue Harbor/Claremont Transaction

Dear Mr. McLean:

We are pleased to work with the City of Sheboygan (the "City") and the Redevelopment Authority of the City of Sheboygan (the "Authority") as their special counsel in connection with the proposed agreements among Claremont New Frontier Resort LLC ("Claremont") and/or its affiliates, the Sokaogon Indian Tribe and/or its affiliates, the City and the Authority, all to be entered into in connection with the purchase and sale of certain land owned by the City and/or the Authority and the location on that land of a gaming casino (the "Transaction").

To the extent that our representation of both the City and the Authority presents a conflict of interest under the rules of professional conduct, the City and the Authority by signing this letter below, waive any such conflict and consent to our representation of both the City and the Authority in the Transaction. Since the City's and the Authority's interests in the Transaction are aligned, we will be advocating the interests of both the City and the Authority. We want to make clear, however, that changing facts and circumstance could conceivably cause the negotiation and documentation of the Transaction to become adversarial in nature. If a dispute were to arise between the City and the Authority, we would not undertake to represent either party in connection with such dispute.

In connection with the Transaction, we would perform the following services:

1. Confer with and advise City and Authority officials and other professionals in connection with the proposed Transaction; and
2. Prepare and negotiate the terms of a master agreement, one or more purchase and sale agreements and any other documents required to effect the Transaction; and
3. Participate in and negotiate and draft documents for the various closings which are required to effect the Transaction.

While I would be the primary contact on the proposed matter, I would work closely with Karen Perzan, Luis Ochoa, and Rebecca Speckhard of our public finance group, to the extent that becomes necessary.

Services provided in connection with our participation in this project will be billed monthly on an hourly basis. The hourly rates of persons likely to work on the project range from \$200 per hour for associates to \$445 per hour for partners. Quarles & Brady's hourly rates increase on October 1 of each year. The City and the Authority will be billed at the rates in effect at the time the services are rendered. We would also expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long-distance telephone charges, filing fees, overnight delivery services and any other expense items or office disbursements. Those out-of-pocket costs are not included in the estimate.

We understand that it is your expectation that Claremont will reimburse you for all of our legal fees and expenses. Our engagement, however, is with the City and the Authority and our invoices will be sent to and payable by the City and the Authority, regardless of whether the City and/or the Authority are able to collect the amount of our fees and expenses from Claremont.

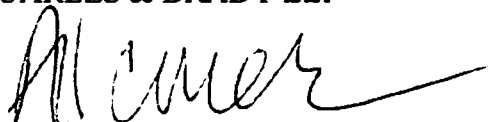
Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with the City on this project.

Sincerely,

QUARLES & BRADY LLP



Anh K. Comer

akc/akc

Accepted and Approved:

CITY OF SHEBOYGAN

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

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

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

REDEVELOPMENT AUTHORITY OF  
THE CITY OF SHEBOYGAN

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

Its: \_\_\_\_\_

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

**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.

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.

**SECOND MODIFICATION TO THE PROJECT AGREEMENT FOR DESIGN AND  
DREDGING BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY, POLLUTION RISK SERVICES AND THE  
WISCONSIN PUBLIC SERVICE CORPORATION**

The United States Environmental Protection Agency (U.S. EPA), represented by the Great Lakes National Program Office (GLNPO), and the Wisconsin Department of Natural Resources (WDNR), the City of Sheboygan, Wisconsin, and Sheboygan County, Pollution Risk Services, LLC (PRS) and the Wisconsin Public Service Corporation (WPSC), are all entering into this Project Agreement (Agreement or PA) to do a focused feasibility study and the Remedial Design (Design Project), incorporate service-in-kind projects, and undertake the Betterment Dredging Project within the Sheboygan River Area of Concern (AOC) in Wisconsin.

The Projects, as described in Paragraph 1.i of this Agreement, are qualified projects under the Great Lakes Legacy Reauthorization Act of 2008 (GLLA), codified as amended at 33 U.S.C. ' 1268(c)(3) *et seq.* The Design Project completed additional sampling activities and developed a remedial design for the remediation of contaminated sediments in the Sheboygan River and restoration of associated habitat. The Service-in-Kind Projects are contaminated sediment dredging projects under consent decrees or administrative consent orders that are acceptable under of Section 118(c)(12)(E), 33 U.S.C. ' 1268(c)(12)(E) of GLLA. The Betterment Dredging Project, based on the design generated during the Design Project and focused on PCB and PAH contaminated sediments in the Sheboygan River, is described more fully below. Together, the Service-in-Kind Projects and Betterment Dredging Project comprise the Legacy Act Project for the Sheboygan River AOC. These projects are to be carried out within the Sheboygan River AOC, which is wholly within the United States. [Note: *Design Project is independent – unique cost share under Act*]

Section 118(c)(12) of the GLLA, 33 U.S.C. ' 1268(c)(12) pertains to the remediation of sediment contamination in areas of concern. Under Section 118(c)(12)(D)(iii), 33 U.S.C. § 1268(c)(12)(D)(iii), the Non-Federal Sponsors must enter into a written project agreement under which they agree to carry out their responsibilities and requirements for the projects. Section 118(c)(12)(E), 33 U.S.C. ' 1268(c)(12)(E), specifies the Non-Federal Sponsors' share of the cost of each project, including, but not limited to: the value and types of any in-kind contribution of material or services that are integral to the projects and are to be provided by the Non-Federal Sponsor; limitations on the credit for any such in-kind contributions provided by the Non-Federal Sponsors; and the Non-Federal Sponsors' responsibility for 100% of the cost of any long-term operation and maintenance of the Betterment Project carried out under this Agreement.

This Agreement under the GLLA to remediate contaminated sediments will facilitate removing Beneficial Use Impairments and delisting an Area of Concern. The work under this Agreement ties directly to U.S. EPA's Strategic Plan for 2011-2015, Goal 2 (Protecting

America's Waters), Objective 2 (Protect and Restore Watersheds and Aquatic Ecosystems), Strategic Measure 4 (Improve the Health of the Great Lakes), that includes remediation of 10.2 million cubic yards of contaminated sediments in the Great Lakes by 2015.

The Estimated Total Project Costs of the Legacy Act Project is \$49,000,000. The Non-Federal Sponsor's share of the costs of the Legacy Act Project is 40% and GLNPO's share of the costs of the Legacy Act Project is 60%.

The Non-Federal Sponsors and GLNPO have the authority and capability to perform as set forth in this Agreement and intend to cooperate in cost-sharing and financing of the projects according to the terms of this Agreement.

The Non-Federal Sponsors and GLNPO, in connection with this Agreement, desire to foster a "partnering" strategy and a working relationship through a mutually developed formal strategy of commitment and communication which creates an environment where trust and team work prevent disputes, foster a cooperative bond, and facilitate completion of a successful project.

NOW, THEREFORE, the GLNPO and the Non-Federal Sponsors agree as follows:

#### **ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

1. For purposes of this Agreement:
  - a. "Article" means a portion of this Agreement identified by Roman numeral.
  - b. "Estimated Total Project Costs" for the Legacy Act Project means \$49,000,000 plus a 5% contingency.
  - c. "Fiscal Year" means one fiscal year of GLNPO. The GLNPO fiscal year begins on October 1 and ends on September 30.
  - d. "GLLA" or "Act" means the Great Lakes Legacy Act of 2002, as amended and reauthorized by the Great Lakes Legacy Reauthorization Act of 2008, 33 U.S.C. 1268(c)(12) *et. seq* (2008).
  - e. "In-kind contributions" means the value, as established by GLNPO, of Project related goods, services, and other non-monetary contributions provided by the Non-Federal Sponsors including, but not limited to: labor provided by the Non-Federal Sponsor employees, contractors or consultants if any; and construction of project elements, construction materials, equipment, design or engineering services, laboratory services and staff charges.
  - f. "Non-Federal Sponsors" are the parties that are not part of the United States government who are contributing money or in-kind services to the Projects and include: the

Wisconsin Department of Natural Resources, Wisconsin Public Service Corporation, the City of Sheboygan, Pollution Risk Services, LLC, and Sheboygan County.

g. “Non-federal proportionate share” means the ratio of the Non-Federal Sponsor’s total cash and in-kind contribution required according to Paragraphs 5 and 19 of this Agreement to the total financial obligation for the Legacy Act Project, as projected by GLNPO.

h. “Paragraph” means a portion of this Agreement identified by Arabic numeral.

i. 1. “Design Project” means work set forth in the attached Design Statement of Work (SOW), which is attached hereto and incorporated by reference, and which generally consists of all actions required to complete the focused feasibility work and the design. The feasibility and design activities may include, but are not limited to engineering, scientific, and technical design of remediation and habitat restoration features, development of plans and specifications, final cost estimates, design report, and bid documents, as well as quality assurance documentation and work plans required for the remedial action. The Design Project has been completed and the design generated serves as the basis for the Dredging Statement of Work for the Betterment Dredging Project. Total Design Project Costs are accounted for separately as described in Paragraph XX below.

2. “Service-in-Kind Projects” means the work done in the Sheboygan River AOC to remediate PCB contaminated sediments by PRS under a consent decree with United States and the work done in the Sheboygan River AOC to remove PAH contaminated sediments by WPSC under an Administrative Settlement Agreement and Order on Consent with the United States. Work done pursuant to consent decrees and administrative consent orders are acceptable for service-in-kind credit under Section 118(c)(12)(E), 33 U.S.C. ' 1268(c)(12)(E) of GLLA.

3. “Betterment Dredging Project” means the work set forth in the Dredging Statement of Work, which is attached hereto and incorporated by reference, including the dredging, dewatering and disposal of 172,000 cubic yards of contaminated sediment from the Sheboygan River Area of Concern, the placement of sand on impacted river bottom.

j. “Project Participants” are the sub-group of Non-Federal Sponsors that will be actively writing and reviewing reports and plans to support the implementation of the Design and Betterment Dredging Projects. The Project Participants are WDNR, Sheboygan County, and the City of Sheboygan.

k. “Project period” means the time from the date the initial Project Agreement become effective to the date that the GLNPO Project Manager notifies the Non-Federal Sponsor in writing of GLNPO's determination that the Betterment Dredging Project is complete or is otherwise terminated.

l. “Total Legacy Act Project Costs” means all costs incurred by the Non-Federal Sponsors and GLNPO according to this Agreement that are directly related to the work on

Service-in-Kind and/or Betterment Dredging Projects prior to any operation and maintenance costs. Subject to this Agreement, the term includes, but is not limited to: the value of the Non-Federal Sponsors in-kind contributions; GLNPO=s engineering and design costs during the Project including any remaining Remedial Investigation and Feasibility Study activities; investigation costs to identify the existence and extent of hazardous substances; actual project costs; GLNPO=s costs of contract dispute settlements or awards; and audit costs pursuant to Paragraphs 28 and 29 of this Agreement.

## **ARTICLE II - OBLIGATIONS OF GLNPO AND THE NON-FEDERAL SPONSORS**

2. GLNPO, subject to receiving funds appropriated by the United States Congress and using those funds and in-kind services or funds provided by the Non-Federal Sponsors, subject to receipt of funds appropriated by the Wisconsin Legislature, the County Board, and/or the City Council, shall conduct the Project, applying those procedures usually applied to Clean Water Act projects, pursuant to federal laws, regulations, and policies.

3. a. Throughout the Project Period, the GLNPO Project Manager and the Project Participants shall arrange to have any U.S.EPA contractor, and the contractors of the Project Participants, if any, furnish each party with monthly progress reports.

b. Notwithstanding Paragraph 2 of this Agreement, if the award of any contract for implementing the Project would result in exceeding the Estimated Total Project Costs in paragraph 14, GLNPO and the Non-Federal Sponsors shall defer award of that contract and all subsequent contracts for the Betterment Dredging Project construction until they agree to proceed with further contract awards, but in no event shall the contract awards be deferred for more than 9 months. Notwithstanding this general provision for deferring contract awards, GLNPO, after signing a modification to this Agreement that has been negotiated in good faith with the Non-Federal Sponsors to increase the Total Legacy Act Project Cost limit in this paragraph, at the prescribed cost share, may award a contract or contracts after the Director of GLNPO determines in writing that the award of the contract or contracts must proceed to comply with law or to protect human life or property from imminent and substantial harm.

4. By signing this Agreement, the Non-Federal Sponsors certify that its financial systems meet the following standards:

(1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made according to the financial reporting requirements of this Agreement.

(2) Accounting records. The Non-Federal Sponsors must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) Internal control. Effective control and accountability must be maintained for all Project Agreement cash, real and personal property, and other assets. The Project Participants must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

(4) Budget control. For each project Agreement, the Non-Federal Sponsors must compare actual expenditures or outlays with budgeted amounts. Financial information must be related to performance or productivity data, including developing unit cost information whenever appropriate or specifically required in the project Agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) Allowable cost. OMB cost Circular A-87 and the terms of this Agreement will govern in determining the reasonableness, allowability, and allocability of costs.

(6) Source documentation. The Non-Federal Sponsors' accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract award documents, etc.

5. The Non-Federal Sponsors shall, subject to the receipt of funds appropriated by the Wisconsin Legislature, Sheboygan County Board, and or the City of Sheboygan, as appropriate, contribute a share of the Total Project Costs as follows:

a. GLNPO will estimate, based on the information provided by the Non-Federal Sponsors and other information available, the Total Project Costs.

b. (1) The Non-Federal Sponsors WDNR, WPSC, the City of Sheboygan and Sheboygan County shall provide 35% of the Total Project Costs for the Design Project by check or EFT as provided in Paragraph 19, or through in-kind contributions.

(2) The Non-Federal Sponsors PRS and WPSC shall provide 100% of the Service-in-Kind Project Costs, as in-kind services, or by check or EFT as provided in Paragraph 24.

(3) The Non-Federal Sponsors shall provide 40% of the Betterment Dredging Project costs as in-kind services or by check or EFT as provided in Paragraph 19.

c. GLNPO will project the value of the in-kind contributions provided by the Non-Federal Sponsors. In-kind services can include, but are not limited to the following:

(1) Lands;

(2) Equipment;

(3) Labor; and

(4) Work or services performed by the Non-Federal Sponsors and their consultants, contractors and vendors as set forth in a SOW or design.

d. If the value of the projected in-kind contributions is less than 40% of the Total Project Costs, the Non-Federal Sponsors shall provide a cash contribution and/or additional in-kind contributions, pursuant to Paragraph 19, in the amount necessary to make its total contribution equal to 40% of total costs of the Legacy Act Project. If the value of the cash or in-kind contributions for the Legacy Act Project exceeds 40%, and the PA is subsequently amended to include additional work, the cash and/or in-kind contributions that exceed 40% of the Legacy Act Project work under the PA can be considered in calculating the Non-Federal Sponsors' cost share obligation under this or any amendment to the PA.

6. GLNPO shall perform a final accounting according to Paragraph 18 to determine the value of the Non-Federal Sponsors' contributions under this Agreement to determine whether the Non-Federal Sponsors have met their obligations under GLLA.

7. The Non-Federal Sponsors shall not use federal program funds to meet any of their obligations for the Projects under this Agreement.

8. The Non-Federal Sponsors each certify that Non-Federal Sponsors and, to its knowledge, any of their contractors who will execute work under this Agreement:

a. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (Apublic@) transactions;

b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under Paragraph 8.b; and

d. Have not within the preceding three years had a public transaction terminated for cause or default.

9. The Project Participants will insure that any tasks they perform under the Design Project SOW involving collection of environmental data (measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology) must meet the American National Standard Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs, ANSI/ASQC E4-1004. "Quality System

Documentation" includes a Quality Management Plan (QMP), a Quality Assurance Project Plan (QAPP), or such other documentation which demonstrates compliance with ANSI/ASQC E4-1994.

10. GLNPO, after consulting with the Non-Federal Sponsors, shall determine the lands, easements, or rights-of-way necessary for conducting the Betterment Dredging Project, including those necessary for the treatment or disposal of dredged or excavated material, or relocations, and those lands, easements, or rights-of-way that are subject to the navigation servitude. Before construction begins, the Non-Federal Sponsors shall acquire all lands, easements and rights-of-way necessary for the construction, as set forth in the statement of work (SOW) for the Betterment Dredging Project. Furthermore, before issuing the solicitation for each GLNPO contract for construction of the Betterment Dredging Project, or before GLNPO incurs any financial obligation for constructing the Betterment Dredging Project, if it elects to perform with its contractors, the Non-Federal Sponsors shall acquire all lands easements, and rights-of-way that GLNPO determines the Non-Federal Sponsor must provide for that work and shall authorize GLNPO and its representatives to enter those lands, easements, and rights-of-way for Betterment Project purposes.

### **ARTICLE III - PROJECT COORDINATION TEAM**

11. To provide for consistent and effective communication, the Project Participants and GLNPO, not later than 30 business days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. The Project Coordination Team shall meet regularly until the end of the Project period. GLNPO's Project Manager and a counterpart named by the Project Participants shall co-chair the Project Coordination Team. GLNPO's Project Manager and the Project Participants' counterparts shall keep the Project Coordination Team informed of Project progress and significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

12. Until the Betterment Project Dredging is complete, the Project Coordination Team shall generally oversee the project including, but not necessarily limited to, matters related to design, remedial investigation and feasibility studies; plans and specifications; scheduling; real property, relocation, and removal requirements; real property acquisition; contract awards or modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations; GLNPO's cost projections; final inspection of the entire project or functional portions of the project; preparation of the management plan for proposed dredged or excavated material disposal; anticipated requirements for operating and maintaining the general navigation features in and around work zones; and other project-related matters. The Project Coordination Team also shall generally oversee the coordination of project schedules.

13. The Project Coordination Team may make recommendations to the Project Manager on project-related matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. GLNPO in good faith shall consider the

recommendations of the Project Coordination Team. GLNPO, having the legal authority and responsibility for the Project, may accept or reject, in whole or in part, the Project Coordination Team's recommendations.

#### **ARTICLE IV - METHOD OF PAYMENT**

14. a. As of the effective date of this Agreement, the Estimated Total Project Costs are projected at \$49,000,000 , and WPSC, PRS, WDNR, the City of Sheboygan, and Sheboygan County's contribution, as Non-Federal Sponsors, local share as required under Paragraph 5 is projected at \$21,000,000 . These amounts are subject to adjustment by GLNPO, after consultation with the Non-Federal Sponsors and are not to be construed as the total financial responsibilities of GLNPO and the Non-Federal Sponsors.

b. As of the effective date of this Agreement, the Total Service-in-Kind Project Costs are projected to exceed \$21,000,000. These amounts are subject to adjustment by GLNPO, after consultation with the Non-Federal Sponsors, and are not to be construed as the total financial responsibilities of GLNPO and the Non-Federal Sponsors.

15. The Non-Federal Sponsors WPSC and PRS shall provide in-kind services as the local share of the Legacy Act Project, required by Paragraph 5, by completing the Service-In-Kind Projects according to the provisions of this Paragraph, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate. Cash payments that may be required shall be made in the manner outlined in Paragraph 19, below.

a. By March 31, 2011, the Non-Federal Sponsors WDNR, Sheboygan County, WPSC, and the City of Sheboygan made a collective \$400,000 total payment to GLNPO by electronic funds transfer or delivering checks payable in the manner described in Paragraph 19 below. Non-Federal Sponsors Wisconsin Public Service Corporation and Pollution Risk Services, LLC, have begun providing in-kind-services towards the Legacy Act Project on an on-going basis.

b. The Non-Federal Sponsors shall continue to submit itemized statement listing the value of in-kind contributions they incur to complete the Service-in-Kind Project.

c. If at any time GLNPO determines that additional funds or in-kind contributions will be needed from the Non-Federal Sponsors to cover the non-federal proportionate share of projected financial obligations for the Legacy Act Project during the appropriate fiscal year, GLNPO shall notify the Non-Federal Sponsors in writing of the additional funds or in-kind contributions required and shall explain why they are required. The Non-Federal Sponsors need to sign an amendment to this Agreement to increase the Estimated Project Cost limit in paragraph 14. The Non-Federal Sponsors, within 60 calendar days from receipt of the notice, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate, shall make the additional required funds

available by delivering a check payable in the manner described in Paragraph 19, below or submit an itemized statement listing any in-kind contributions.

d. Where the Non-Federal Sponsors are meeting their cost share requirements through in-kind-services, the Non-Federal Sponsors shall submit detailed documentation of any work they perform for which they want to receive credit. The Non-Federal Sponsors WPSC and PRS shall continue to provide GLNPO with quarterly reports on the Service-In-Kind Project until work on those projects are complete. Generally, quarterly reports shall, at a minimum, include a summary of any work accomplished by the Non-Federal Sponsors in the previous quarter on each element of the Project, a current schedule for work and other milestones, and a discussion of costs incurred to date with an attribution of the funding source (federal or non-federal) and percentage of the Non-Federal Sponsors' costs paid, or in-kind-services provided, by the Non-Federal Sponsors to date. For the Non-Federal Sponsors' portion of the costs, the costs shall be broken down into the following categories: direct costs (personnel, contract, and equipment) and indirect costs. This report shall also include detailed documentation of the Non-Federal Sponsors' in-kind costs incurred to meet the cost share requirement.

e. There is no current plan to meet the cost share requirements of the Legacy Act Project with cash contributions from any of the Non-Federal Sponsors. If a Non-Federal Sponsor needs to make a cash contribution to the Legacy Act Project cost share, the Non-Federal Sponsor shall use the payment process outlined in Paragraph 19, below.

16. If at any time GLNPO determines that an increase in the Estimated Total Project Costs are necessary to complete the Legacy Act Project and additional funds or in-kind contributions will be needed from the Non-Federal Sponsors to cover the non-federal proportional share of the increased Total Project Costs, GLNPO shall notify the Non-Federal Sponsors in writing of the additional funds required and shall explain why they are required. If the parties sign a modification to this Agreement to increase the Estimated Total Project Costs, the Non-Federal Sponsors, within 90 calendar days after receipt of the notice, the Non-Federal Sponsors shall pay GLNPO the full amount of the additional required funds by delivering a check payable in the manner described in Paragraph 19, below, or provide additional in-kind services as described in Paragraph 15 c., above.

17. Until GLNPO gives the Non-Federal Sponsors the results of the final accounting, GLNPO shall maintain current records of contributions provided by the parties, current projections of the Estimated Total Project Costs, and costs due to additional work under Paragraph 3b.

18. Upon completion of the Legacy Act Project or termination of this Agreement before Legacy Act Project completion and upon resolution of all relevant proceedings, claims, and appeals, GLNPO shall conduct a final accounting and give the Non-Federal Sponsors the final accounting results. GLNPO may perform an interim accounting on its own or, if requested by the Non-Federal Sponsors.

a. The final accounting shall determine the total costs of each Project and each party's required cost for the Legacy Act Project.

b. If the final accounting shows that the Non-Federal Sponsors' total contribution is less than their required share of the Total Project Costs, the Non-Federal Sponsors shall, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate, within 90 calendar days after receipt of written notice, pay the amount necessary to meet their required share by delivering a check payable in the manner described in Paragraph 19, below.

c. If the final accounting shows that the Non-Federal Sponsors' total contribution is more than their required share of the Design or Total Legacy Act Project Costs, GLNPO shall reimburse those other Non-Federal Sponsors any cash that they have provided as soon as practicable. However, the Non-Federal Sponsors will not be reimbursed for in-kind contributions that are in excess of their required share of the Total Legacy Act Project Costs.

19. For the Design Project, the Non-Federal Sponsors Wisconsin Department of Natural Resources, Wisconsin Public Service Corporation, the City of Sheboygan, and the Sheboygan County have all individually submitted checks for \$100,000, made payable to the order of the "Treasurer, United States of America," to the address specified on the invoice. Any future check required from the Non-Federal Sponsors shall contain a notation referencing a Budget Organization account number that GLNPO shall provide after this agreement is finalized,

**OR** the Non-Federal Sponsors shall make an Electronic Fund Transfer (EFT) to:

Federal Reserve Bank of New York

ABA No. 021030004

Account No. 68010727

33 Liberty Street

New York, N.Y. 10045

Field Tag 4200 of the Fedwire message is AD 68010727 Environmental Protection Agency@ and shall contain a Budget Organization account number that GLNPO shall provide after this agreement is executed.

The Non-Federal Sponsors shall provide a copy of their respective check or EFT transmission to the GLNPO contact listed in Paragraph 40, below. Notification of the wire transfer will include reference to the Site Number that is provided.

## **ARTICLE V - DISPUTE RESOLUTION**

20. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this article are the exclusive mechanism to resolve disputes arising under or with respect to this Agreement.

21. Any dispute with respect to the obligations of that party which arises under this Agreement initially shall be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 business days from the time the dispute arises, unless extended by written Agreement of the parties to the dispute. The informal dispute period arises when the party not in dispute receives the other party's written notice of dispute.

22. Statements of Position.

a. If the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, the position advanced by GLNPO shall be binding unless, within 10 business days after the conclusion of the informal negotiations, the Non-Federal Sponsors invoke the formal dispute resolution procedures of this article by serving on GLNPO a written statement of position on the matter in dispute. The statement of position shall include, but is not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the Non-Federal Sponsors.

b. Within 30 business days after receiving the Non-Federal Sponsors' statement of position, GLNPO shall serve on the Non-Federal Sponsors its statement of position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by GLNPO. Within 20 business days after receiving GLNPO's statement of position, the Non-Federal Sponsors may submit a reply.

c. GLNPO shall maintain an administrative record of the dispute that contains all statements of position, including supporting documentation, submitted pursuant to this Paragraph. Where appropriate, GLNPO may allow submission of supplemental statements of position by the parties to the dispute.

d. The Director of GLNPO will issue a final administrative decision resolving the dispute based on the administrative record described above. This decision shall bind the Non-Federal Sponsor subject to any opportunity for judicial review under applicable law.

## **ARTICLE VI - OPERATION AND MAINTENANCE**

23. Subject to applicable federal laws and regulations, the Non-Federal Sponsors, subject to receipt of funds appropriated by the Wisconsin Legislature, the Sheboygan County Board, or the City of Sheboygan, as appropriate, at no cost to GLNPO, shall operate and maintain the elements of the Betterment Dredging Project in a manner compatible with the authorized purposes of that Betterment Dredging Project to restore beneficial use impairments in the AOC. Operation and maintenance of the Service-in-Kind Projects will be the responsibility of the parties doing that work: WPSC for the Campmarina PAH removal work and PRS for the PCB response work. Operation and maintenance for those in-kind-service elements of the Service-In-Kind Project are delineated in the SOWs for the in-kind work which are attached to this Agreement. Additional operation and maintenance that might be required for the Betterment Dredging Project designed in the Design Project is the responsibility of the Non-Federal

Sponsors and may include any maintenance dredging or excavation and disposal of material from the Betterment Dredging Project as required in the SOW agreed to by the parties.

24. The Non-Federal Sponsors authorize GLNPO to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors own or control for the purpose of monitoring the effectiveness of the operation and maintenance the Betterment Dredging Project. However, nothing in this Agreement conveys to GLNPO any interest in real property owned or controlled by the Non-Federal Sponsors.

25. The Non-Federal Sponsors authorize GLNPO or its agent to perform all activities on the lands, easements, and rights-of-way provided by the Non-Federal Sponsors to enable the disposal of dredged or excavated material that, in GLNPO=s sole discretion, are necessary for remedial investigation and feasibility study activities, operating, maintaining, or managing the disposal facilities including, but not necessarily limited to, construction, operation, and maintenance of the dredged or excavated material disposal facilities; and disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Betterment Dredging Project as specified in the SOW and Grant of Access, attached

#### **ARTICLE VII - SEVERABILITY CLAUSE**

26. If a court issues an order that invalidates any provision of this Agreement, the parties shall remain bound to comply with all provisions of this Agreement not invalidated or determined to be subject to a sufficient cause defense by the court=s order.

#### **ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDIT**

27. GLNPO and the Non-Federal Sponsors shall maintain such books, records, documents, or other evidence related to the Projects according to these procedures and for at least five years after completing the Final Accounting described in Paragraph 18, for which the books, records, documents, or other evidence were subject. To the extent permitted under applicable federal laws and regulations, GLNPO and the Project Participants shall each allow the other to inspect the books, records, documents, or other evidence for the Betterment Dredging Project.

28. The parties agree that the Non-Federal Sponsors are responsible for complying with the Single Audit Act Amendments of 1996, 31 U.S.C. ' ' 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133. The Non-Federal Sponsors shall provide to GLNPO Single Audit Act reports for each year which work was performed under this Project Agreement within 30 days of the availability of that report. Upon request of the Non-Federal Sponsors and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of any non-federal audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting shall be allocated according to the provisions of OMB Circulars A-87 and A-133, and the costs that are allocated to the project

shall be included in Total Project Costs and shared according to the provisions of this Agreement.

29. In accordance with 31 U.S.C. ' 7503, GLNPO may conduct audits in addition to any audit that the Non-Federal Sponsors must conduct under the Single Audit Act Amendments of 1996. The costs of GLNPO audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting shall be included in the Total Project Costs, and shared according to the provisions of this Agreement.

#### **ARTICLE IX - FEDERAL LAWS AND REGULATIONS**

30. In the exercise of their rights and obligations under this Agreement, the Non-Federal Sponsors agree to comply with all task-specific applicable federal laws and regulations, including, but not limited to:

a. Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. ' 2000d); and all applicable federal labor standards requirements including, but not limited to 40 U.S.C. ' ' 3141-3148 and 40 U.S.C. ' ' 3701-3708 (revising, codifying and enacting without substantive change);

b. The provisions of the Davis-Bacon Act (formerly 40 U.S.C. ' 276a *et seq.*);

c. The Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. ' 327 *et seq.*), debarment and suspension requirements (40 C.F.R. Part 32);

d. The Copeland Anti-Kickback Act (formerly 40 U.S.C. ' 276c) and the Endangered Species Act (16 U.S.C. ' ' 1534 to 1544);

e. Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60-4 relating to federally-assisted construction contracts; and

#### **ARTICLE X - RELATIONSHIP OF PARTIES**

31. In the exercise of their respective rights and obligations under this Agreement, GLNPO and the Non-Federal Sponsors each act in an independent capacity, and are not considered the officer, agent, or employee of the others.

32. In the exercise of their rights and obligations under this Agreement, the parties shall not provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor.

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

33. If the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, or if the Director of GLNPO, in his sole discretion, determines it would be impractical to continue work under the Project Agreement for any reason, but particularly if continuing the work would be not expected to achieve the objectives of the Betterment Dredging Project, the Director shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Betterment Dredging Project is in the interest of the United States, or is necessary to satisfy agreements with any other non-federal interests in connection with the Betterment Dredging Project.

34. If GLNPO fails to fulfill its obligations under this Agreement, the Non-Federal Sponsors reserve the right to terminate the Agreement or suspend future performance under this Agreement unless they determine that continuation of work on these Projects is in the interest of the State of Wisconsin, the City or the County, or is necessary to satisfy agreements with any other non-federal interests in connection with the Project.

35. If GLNPO or any of the Non-Federal Sponsors do not receive annual appropriations sufficient to meet its share of scheduled expenditures for these Projects for the then-current or upcoming fiscal year, GLNPO or the Non-Federal Sponsors shall notify the other parties in writing, and either party may, without penalty, terminate this Agreement or suspend future performance under this Agreement. If any party suspends future performance pursuant to this Paragraph, the suspension shall remain in effect until GLNPO or the Non-Federal Sponsors receive sufficient appropriations or until either GLNPO or the Non-Federal Sponsors terminates this Agreement, whichever occurs first.

36. If any party terminates this Agreement pursuant to this article, all parties shall conclude their activities relating to these Projects and proceed to a final accounting pursuant to Paragraph 18.

37. Any termination of this Agreement or suspension of future performance under this Agreement shall not relieve the parties of liability for any obligation previously incurred. Interest shall accrue on any delinquent payment owed by the Non-Federal Sponsors at a rate, to be determined by the Secretary of the Treasury, equal to 150 per cent of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately before the payment became delinquent, or auctioned immediately before the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

### **ARTICLE XIII -HISTORIC PRESERVATION**

38. GLNPO, in consultation with the Project Participants, shall evaluate the Projects' impacts on historic property. The costs of identification, survey and evaluation of historic properties shall be included in Total Project Costs and shared according to this Agreement.

### **ARTICLE XIV - NOTICES**

39. Unless otherwise specified here, any notice, request, demand or other communication required or permitted under this Agreement between the parties shall be in writing and addressed as follows:

Victor Papas  
Wisconsin Department of Natural Resources  
1155 Plymouth Road  
Plymouth, WI 53073

Susan Richards, City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, Wisconsin 53081

Adam Payne, County Administrator  
Sheboygan County  
508 New York Avenue  
Sheboygan, Wisconsin 53081

Brian Bartoszek  
Wisconsin Public Service Corporation  
Post Office Box 19001  
Green Bay, WI 54307-9001

Mark Mather  
Assured Group of Companies  
7870 E. Kemper Road  
Suite 240  
Cincinnati, OH 45249

And,

Heather Williams  
U.S. EPA, Region 5  
GLNPO (G-18J)  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

40. Any party may change its notice address provided in Paragraph 45 by written notice to the other party.

41. The addressee shall be deemed to have received any notice given pursuant to this Agreement at the earlier of the date it is actually received, or seven calendar days after it is mailed.

#### **ARTICLE XV - CONFIDENTIALITY**

42. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### **ARTICLE XVI - RESPONSIBLE PARTIES**

43. If it is discovered through any investigation for hazardous substances or other means that CERCLA liability for hazardous substances addressed by the Betterment Dredging Project can be attributed to a responsible party, beyond what is already known to the parties, the parties shall provide prompt written notice to each other. The Project Participants shall consult according to Article V in an effort to ensure that responsible parties bear their fair share of clean up and response costs as defined in CERCLA. Implementation of the Betterment Dredging Project shall not relieve any third party from any liability that may arise under CERCLA or other federal or state law.

#### **ARTICLE XVII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES**

44. This Agreement does not create any rights, confer any benefits, or relieve any liability, for any third person not party to this Agreement.

#### **ARTICLE XVIII - NON-LIABILITY OF OFFICERS AND EMPLOYEES**

45. No officer, agent, consultant, or employee of the Non-Federal Sponsors, may be charged personally, or held liable, under this Agreement because of any breach, attempted breach, or alleged breach of this Agreement.

46. This Agreement will become effective on the date the GLNPO representative signs this Agreement.

#### **ARTICLE XIX - MODIFICATION**

47. This Project Agreement may be modified by mutual agreement of U.S. EPA and the Project Participants. Modifications shall be in writing and can significantly increase the scope or cost of the project, including, but not limited to, implementation of sediment dredging and habitat restoration, consistent with the requirements of the Great Lakes Legacy Act and its implementing regulations and guidance. Modifications shall be effective and apply to U.S. EPA and the Non-Federal Sponsors at the time they are signed by the U.S. EPA and the Non-Federal Sponsors.

#### **ARTICLE XX - AUTHORITY OF SIGNATORY TO BIND AND AVAILABILITY OF FUNDS**

48. Each undersigned representative of GLNPO and the Non-Federal Sponsors certifies that he or she is fully authorized to enter into the terms of this Agreement they are responsible for and to execute and legally bind such Party to this Agreement.

49. Each undersigned representative of the Non-Federal Sponsors certifies that the Non-Federal Sponsor has the funds and/or the financial capability to meet its required proportional share of the Total Project Costs under this agreement.

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

Susan Hedman  
Great Lakes National Program Manager  
U.S. Environmental Protection Agency

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

SECOND MODIFICATION TO THE PROJECT AGREEMENT FOR DESIGN AND  
DREDGING BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE  
CORPORATION

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

Cathy Stepp  
Secretary  
Wisconsin Department of Natural Resources

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

SECOND MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND  
DREDGING BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE  
CORPORATION

By \_\_\_\_\_  
Robert Ryan  
Mayor  
City of Sheboygan, Wisconsin

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

**SECOND MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND  
DREDGING BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE  
CORPORATION.**

By \_\_\_\_\_  
Adam Payne  
County Administrator  
Sheboygan County, Wisconsin

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

**SECOND MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND  
DREDGING BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE  
CORPORATION**

By

\_\_\_\_\_  
**Connie Lawniczak  
Director of Environmental Services  
Wisconsin Public Service Corporation**

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

**SECOND MODIFICATION OF THE PROJECT AGREEMENT FOR DESIGN AND  
DREDGING BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY AND THE WISCONSIN PUBLIC SERVICE  
CORPORATION**

By \_\_\_\_\_  
Mark Mather  
Director  
Pollution Risk Services, LLC

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

CITY OF SHEBOYGAN

**NEIGHBORHOOD DEVELOPMENT SPECIALIST  
Grade 6**

**Code A07072N**

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Reports to:	Development Manager	Department:	City Planning and Development
Classification:	Non-Exempt	Division:	
Date:		Approved:	S & G 01/23/2012

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Nature of Work:

Work involves coordinating neighborhood related programs and activities, representing the City to neighborhood groups and community organizations, identifying community issues, designing neighborhood/corridor redevelopment plans, and implementing solutions. Facilitates cooperation between service agencies/community groups and City administration. Design programs and services to support civic league initiatives for neighborhood development.

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

- 1.\* Coordinates the neighborhood liaison process by insuring frequent communication with community representatives and City departments concerning neighborhood plans and the planning process.
- 2.\* Coordinates the development of neighborhood actions plans to ensure work quality, evaluate progress, recommend changes, identify problem areas, and evaluate success. Advises neighborhood groups on what resources are available from City departments, other jurisdictions, other neighborhood groups, foundations, etc. to meet a particular need and assists in obtaining those resources.
- 3.\* Assists in the processing of Community Development Block Grant documents, Housing Rehabilitation Program, Lead Hazard Reduction Program, redevelopment and planning activities, etc.
- 4..\* Assist with preparing state and federal grant applications and administration.
5. Collects and analyzes information on neighborhood and group trends. Generates queries and reports from database(s) to provide needed information.
- 6\*. Assists with clerical duties of the office in the absence of department personnel. May include preparing agendas/minutes and relevant planning related documents.
7. Develops training curriculum and materials to present to staff and community representatives based on identified needs. Develops and evaluates course curricula, recruits facilitators. Writes reports, letters, memos, and program descriptions. Writes procedures, guidelines and manuals. Provides information on other planning processes.
- 8\*. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies; maintains complete and accurate records and makes reports.
9. Performs other duties as assigned.

\*Essential Functions

Minimum Qualifications:

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development.
2. Knowledge and demonstrated experience in neighborhood revitalization activities, grant writing, and Community Development Block Grant programs.
3. Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a bachelor's degree.
4. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
5. Considerable knowledge of office methods, practices, and equipment.
6. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation.
7. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook, ArcGIS, Adobe Photoshop, AutoCAD, Google Inksketch, etc.)
8. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
9. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, etc.
10. Ability to keep accurate statistical records and make reports.
11. A Bachelor's Degree in Urban or Regional Planning or closely related field.
12. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
13. A minimum of three years of professional work experience in neighborhood group/association work, community development, planning, development, redevelopment, grant writing.

**III**

18-25

Res. No. 120 11 - 12. By Alderpersons Versey, Bohren, Heidemann and Sampson. December 19, 2011.

A RESOLUTION that the City of Sheboygan's Police Department, Fire Department, Department of Public Works, Library, and the Transit Department reduce their current 2012 Budget by 2% wage and benefits and 1% non-wage for 2013.

RESOLVED: That the City of Sheboygan's Police Department, Fire Department, Department of Public Works, Library, and the Transit Department to reduce their current 2012 Budget by 2% wage and benefits and 1% non-wage. All savings derived by this resolution MUST be deposited into the General Fund RESERVE BALANCE.

*Versey/Bohren suspend*  
*Versey/Bohren*  
*Res pass*  
*BAWTT*  
*Versey/Bohren*  
*Refer to Finance*  
*all eyes*  
*motion to file*  
*Res.*

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

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

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

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

## Option To Negotiate and Purchase

This Option to Negotiate and Purchase (this "Agreement") is made and entered into this \_\_\_ day of February, 2012, by and between **Claremont New Frontier Resort LLC**, a Delaware limited liability company ("Claremont") and the **Redevelopment Authority of the City of Sheboygan, Wisconsin** (the "Authority"), and the **City of Sheboygan, Wisconsin** (the "City").

### Witnesseth

A. The Authority is the owner of the land described on **Exhibit A** attached hereto (the "Land");

B. The Authority, the City, Claremont and the Sokaogon Indian Tribe (the "Tribe") intend to consider the terms on which the Tribe and/or Claremont will be permitted to construct a Tribal gambling casino on a portion of the Land and conduct Tribal gaming operations on the Land;

C. If the Authority, the City, Claremont and the Tribe enter into an agreement with respect to the matters described in paragraph B above, as more particularly described in paragraph 3 below, Claremont or its assigns intends to purchase the Land and all improvements owned by the City and/or the Authority located thereon;

D. Claremont has asked that the City and the Authority grant to Claremont an option to purchase the Land and agree that they will not sell or lease the Land or enter into any negotiation for the sale or lease of the Land for a period of time which will allow the City, the Authority, Claremont and the Tribe to consider and negotiate an agreement with respect to the matters set forth in paragraph B above; and

E. The City and the Authority are willing to agree not to sell or lease the Land or enter into any negotiation for the sale or lease of the Land, and to grant an option to purchase the Land to Claremont but only on the terms and conditions set forth herein.

Now, Therefore, in consideration of the premises and the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement Not To Transfer.** Until this Agreement is terminated in accordance with paragraph 5 below, the City and the Authority agree that they will not sell, convey, transfer, lease or assign (in each case, a "Transfer"), all or any portion of the Land or the improvements located thereon. Until this Agreement is terminated in accordance with paragraph 5 below, the City and the Authority agree that they will not negotiate a Transfer of the Land and/or the improvements located thereon with any person or entity other than Claremont.

2. **Term of Agreement.** This Agreement shall continue in full force and effect up through and including [\_\_\_\_\_, 2012] (the "Expiration Date") **[Note: This will be a 120-day period.]** Claremont may extend the Expiration Date of this Agreement for two additional periods of 30 days each as follows:

A. Prior to the Expiration Date, Claremont shall deliver to the City and the Authority, a request in writing to extend this Agreement for an additional 30 days. If, in the reasonable discretion of the City and the Authority, execution and delivery of the Master Agreement (as hereinafter defined) is likely to occur sometime within the 60-day period following the Expiration Date, the City and the Authority shall consent to Claremont's request and this Agreement shall be extended for an additional 30 days (the "First Extension Period").

B. Prior to the expiration of the First Extension Period, Claremont shall deliver a request in writing to the City and the Authority to extend this Agreement for an additional 30 days. If, in the reasonable discretion of the City and the Authority, execution and delivery of the Master Agreement (as hereinafter defined) is likely to occur sometime within the 30-day period following the expiration of the First Extension Period, the City and the Authority shall consent to Claremont's request and this Agreement shall be extended for an additional 30 days (the "Second Extension Period").

If the Master Agreement is not executed and delivered by the parties to it for any reason whatsoever on or before the Expiration Date or any extensions thereof, this Agreement shall automatically terminate without need of any further document or instrument.

3. **Master Agreement.** The City, the Authority, Claremont, the Tribe and any other party determined to be necessary by the City or the Authority or Claremont or the Tribe, in their respective sole discretions (the City, the Authority, Claremont, the Tribe and any such other party being herein collectively referred to as the "Master Agreement Parties") shall attempt to negotiate an agreement (the "Master Agreement") among them regarding: the proposed construction of improvements on some or all of the Land; and the further development of the Land and the improvements thereon; and the payments of real estate taxes or payments in lieu thereof, room taxes or payments in lieu thereof, assessments and other fees associated with the Land and the improvements located on the Land; and construction of infrastructure improvements to, through and on the Land; and such other matters as any of the Master Agreement Parties, in the exercise of their respective sole discretions, deem necessary or appropriate in connection with the further development of the Land and the improvements located thereon. If any of the Master Agreement Parties decides at any time prior to the Expiration Date or any extension thereof to discontinue negotiations for any reason whatsoever, then this Agreement shall automatically terminate without need of any further document or instrument. If the Master Agreement Parties execute and deliver the Master Agreement on or before the Expiration Date or any extension thereof, then the City, the Authority, and Claremont shall enter into one or more purchase and sale agreements, as described in paragraph 4 below, but if and only if the conditions set forth in paragraph 4 below and elsewhere in this Agreement are satisfied. The parties acknowledge that the Master Agreement will be an agreement running with Land and the improvements located thereon, will be recorded as an encumbrance against the Land and the improvements located thereon prior to any other liens, mortgages, or encumbrances, and will bind the Master Agreement Parties, their successors and assigns, and any owners in title of any part of the Land or the improvements located thereon.

4. **Purchase and Sale Agreement(s).** Contemporaneously with, and during the negotiation of, the Master Agreement, the City, Authority and Claremont agree to negotiate in good faith, one or more purchase and sale agreements with respect to the purchase by Claremont

of the Land and the improvements located thereon which are owned by either the City or the Authority. If the Master Agreement has been executed and delivered by the Master Agreement Parties on or before the Expiration Date or any extension thereof and if the City, the Authority and Claremont have come to an agreement on the terms of the purchase and sale agreements, then the City, the Authority and Claremont will execute and deliver the purchase and sale agreements contemporaneously with the execution and delivery of the Master Agreement. The purchase and sale agreement(s) will contain conditions, representations, warranties, other covenants and other conditions to transfer, which may be required by and must be acceptable to the City, the Authority and Claremont in their sole and absolute discretions. The purchase and sale agreement(s) shall include, among other things, the following provisions:

(a) The property which will be subject to the terms of the purchase and sale agreement(s) will be the Land and all improvements owned by the City and/or the Authority located thereon.

(b) Closing of the purchase and sale of the land described on Exhibit B or Exhibit C attached hereto (the "Initial Parcels") shall occur on or before 30 days following waiver of all conditions precedent to closing of the purchase and sale of the Initial Parcels as are set forth in the purchase and sale agreements. The term "Initial Parcels" shall mean the land described on Exhibit B attached hereto if, prior to the closing of the Initial Parcels, Claremont or its assigns has acquired the improvements located on Parcel 4 of Exhibit B attached hereto. The term "Initial Parcels" shall mean the land described on Exhibit C attached hereto if, prior to the closing of the Initial Parcels, Claremont has not acquired the improvements located on Parcel 4 of Exhibit B attached hereto. If subsequent to the closing of the Initial Parcels, Claremont or its assignee has acquired the improvements located on Parcel 4 of Exhibit B attached hereto, then Claremont shall convey to the City for the price of \$1.00, the parcel designated as Parcel 4 on Exhibit C and the City shall contemporaneously convey to Claremont, for the price of \$1.00, Parcel 4 of Exhibit B attached hereto. To the extent any transfer fees are due in connection with such exchange, Claremont shall pay such fees.

(c) The gross purchase price for the Initial Parcels shall be \$650,000.00, subject to credits and prorations set forth in the purchase and sale agreement(s).

(d) Closing of the purchase and sale of the land described on Exhibit D or Exhibit E attached hereto (the "Additional Land") shall occur on or before December 31, 2015, subject to extensions, if any, negotiated by the City, the Authority and Claremont, and subject to any conditions precedent to such closing as are set forth in the purchase and sale agreement(s). The term "Additional Land" shall mean the parcels described on Exhibit D attached hereto, if at the time of conveyance of the Additional Land, the Initial Parcels are those parcels described on Exhibit B attached hereto. The term "Additional Land" shall mean the parcels described on Exhibit E attached hereto, if at the time of conveyance of the Additional Land, the Initial Parcels are those parcels described on Exhibit C attached hereto.

(e) The gross purchase price for the Additional Land shall be \$5,000,000.00, subject to credits and prorations set forth in the purchase and sale agreement(s).

(f) Claremont shall have a period of 60 days following the effective date of the purchase and sale agreement(s) related to the Initial Parcels to complete its due diligence examination of the Land and the improvements located thereon, for the purpose of evaluating the Land and the improvements located thereon for the uses of the Land and improvements contemplated by the Master Agreement.

(g) Claremont, its successors and assigns shall lease the Initial Parcels to the City and/or the Authority, at no cost to the City or the Authority, for parking and special events until the commencement of construction of improvements on the Initial Parcels in accordance with final plans approved by the City in accordance with the City's laws, rules, regulations and ordinances. If at any time Claremont elects not to purchase the Additional Land in accordance with the terms of the purchase and sale agreement(s) related thereto, then the City's rights pursuant to this subparagraph (g) shall terminate. Claremont, its successors and assigns will also agree to pay all costs and expenses of operation of the parking lot located on the Initial Parcels in accordance with the parking district assessments levied in connection with the parking lot.

(h) If Claremont does not close on the purchase of the Additional Land, then the City and the Authority shall have the right, but not the obligation, to repurchase the Initial Parcels at a purchase price equal to the gross purchase price paid by Claremont for the Initial Parcels, subject to credits and prorations. The City's and the Authority's right shall be recorded with the Register of Deeds of Sheboygan County, Wisconsin. The City's and the Authority's right to repurchase must be exercised, if at all, within six months of the date of notice from Claremont that it will not purchase the Additional Land. This is intended as an additional right of the City and the Authority in the event Claremont elects, pursuant to the terms of the purchase and sale agreement(s), not to purchase the Additional Land; it is not intended to be, and is not, City's or Authority's sole or exclusive remedy under the purchase and sale agreement(s) in the event of a default by Claremont under the purchase and sale agreement(s).

The purchase and sale agreement(s) will contain other terms, covenants and conditions as are acceptable to the City, the Authority and Claremont, in their respective sole and absolute discretions. The parties agree that all parties' obligations under the purchase and sale agreement(s) will be subject to the satisfaction of conditions required by each of the parties and this paragraph 4 does not contain all such conditions. The parties to this Agreement acknowledge that this paragraph 4 omits many terms and conditions of any purchase and sale agreement and/or the transfer of the Land and improvements to Claremont, some of which may be material. The respective rights and obligations of the parties with respect to the purchase and sale of the Land and improvements remain to be defined in the purchase and sale agreement(s).

5. **Termination of Agreement.** This Agreement shall terminate on the earliest to occur of:

(a) Failure of the Master Agreement Parties to execute and deliver the Master Agreement on or before the Expiration Date, or any extension thereof pursuant to paragraph 2 above;

(b) Failure of the City, the Authority and Claremont to enter into the purchase and sale agreements described in paragraph 4 above, contemporaneously with the Master Agreement;

(c) If the parties to this Agreement agree in writing to terminate this Agreement; or

(d) The date that any Master Agreement Party discontinues its participation in the negotiation of the Master Agreement.

Upon the occurrence of any of the events set forth in this paragraph 5, this Agreement shall automatically terminate, without need of any further document or instrument. The terms and conditions of this paragraph shall act as a release of the Land and improvements located thereon from the lien of this Agreement, without need of any further authorization, document or instrument. Any person or entity, including any title insurance company or any entity insuring title to the Land and/or the improvements, shall have the right to rely on this provision in issuing any title insurance policy or insuring title to the Land and improvements. Notwithstanding the foregoing, upon the request of any party, the parties agree to execute and record the release attached hereto as **Exhibit F** following termination of this Agreement pursuant to this paragraph 5.

6. **Notices.** Any and all notices, demands, or other communications under or with respect to this Agreement shall be in writing and served or made by delivering the same in person or by mailing the same postpaid by registered or certified mail to the party to whom such notice, demand, or communication is directed or sent by overnight commercial courier service or by facsimile. Notice shall be deemed given when personally delivered, or one day after deposit in the United States mail, postage prepaid (if delivered by registered or certified mail) addressed as set forth below, or one day following delivery of the notice to the overnight commercial courier service addressed as set forth below, or when the notice is sent by facsimile to the fax number listed below.

To City or the  
Authority:

City Attorney's Office  
828 Center Avenue  
Sheboygan, WI 53081-4442  
Attn: City Attorney  
Facsimile: (920) 459-3919

To Claremont:

c/o The Claremont Company  
c/o The Claremont Companies  
One Lakeshore Center  
Bridgewater, MA 02324  
Attention: Elias Patoucheas  
Facsimile: (508) 279-3495

with a copy to:

Bernkopf Goodman LLP  
125 Summer Street, 13th Floor  
Boston, MA 02110  
Attention: Martin C. Pomeroy, Esquire  
Facsimile: (617) 790-3300

Any party may change its address or facsimile number by notice given to the other party pursuant hereto.

7. **TIME OF ESSENCE.** TIME IS OF THE ESSENCE of all provisions of this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday, or federal legal holiday shall extend to 5:00 p.m. of the next regular business day.

8. **Default Provisions.** In the event of a default by Claremont under this Agreement, then City and the Authority shall have all rights and remedies available to them at law and/or in equity, including the right to specific performance of this Agreement by Claremont. In the event of a default by City or the Authority under this Agreement, then Claremont shall have all rights and remedies available to it at law and/or in equity, including the right to specific performance of this Agreement by City and/or the Authority.

9. **Governing Law.** This Agreement concerns real property located in the State of Wisconsin and shall be interpreted and construed according to the internal laws of the State of Wisconsin.

10. **Entire Agreement.** This writing constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated.

11. **Memorandum.** The parties agree to give notice on the public record of this Agreement by recording a Memorandum of Option to Negotiate and Purchase in the office of the Register of Deeds of Sheboygan County, Wisconsin.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

13. **Facsimile/E-Mail Signatures.** Facsimile and e-mail signatures shall be deemed original signatures for all purposes of this Agreement.

14. **Amendment.** This Agreement may be amended only by a written instrument signed by the parties hereto.

15. **Assignment.** This Agreement and the rights granted to Claremont pursuant hereto are not assignable without the prior written consent of City and the Authority, which consent either may withhold in their sole discretion. Any assignment, if permitted, shall not relieve Claremont of its obligations hereunder.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. **City and Authority Costs and Expenses.** Claremont shall pay all actual third-party costs and expenses incurred by City and/or the Authority, including City's and Authority's attorneys' fees and the fees of accountants and other professionals, consultants and representatives, in order to effect the transactions which are the subject of this Agreement. The term "third-party" shall mean any person or entity other than those persons or entities who are employees of the City and/or the Authority. The costs and expenses shall include, without limitation, the actual costs and expenses and fees associated with the negotiation and enforcement of this Agreement, the Master Agreement and the purchase and sale agreements, actual costs, expenses and fees related to the receipt of approval of all governmental and Master authorities as may be required in connection with this Agreement, the Master Agreement and the purchase and sale agreements, and the actual costs and expenses and fees associated with the negotiation and enforcement and approval of any other documents or agreements as may be required to effect the transactions which are the subject of this Agreement, the Master Agreement and the purchase and sale agreements, and the closing of the purchase and sale of the Land and the Additional Land.

**In Witness Whereof**, the parties hereto have executed this Agreement as of the date first above written.

**Redevelopment Authority of  
the City of Sheboygan, Wisconsin**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**City of Sheboygan, Wisconsin**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Claremont New Frontier Resort LLC**

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

Exhibit A  
(Legal Description of all Land)

All of Lots 7, 8, 9, 10 and 11, South Pier, being part of the Southeast fraction of the Southeast 1/4, Section 23, and part of Government Lot 1, Section 26, all in T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Exhibit B

(Legal Description of Initial Parcels - Assumes Purchase Agreement for Improvements located on Parcel 4)

Parcel 1, Parcel 2 and Parcel 3: All of Lot 9, South Pier, being part of the Southeast fraction of the Southeast 1/4, Section 23, and part of Government Lot 1, Section 26, all in T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Parcel 4: That part of Lot 8, South Pier Plat, located in the S.E. 1/4 of Section 23 and the N.E. 1/4 of Section 26, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeasterly corner of said Lot 8, also being the intersection of the Southwesterly right of way line for Lakeview Drive and the Northwesterly right of way line for Blue Harbor Drive, thence S. 42°36'12"W. along the Northwesterly line of Blue Harbor Drive 141.00 feet, thence N.46°23'48"W. 187.14 feet, thence Northeasterly 35.24 feet along the arc of a curve to the right having a radius of 198.34 feet and a chord bearing N.38°29'57"E. 35.24 feet, thence N.41°13'22"E. 105.92 feet to the Southwesterly right of way for Lakeview Drive, thence S.47°23'48"E. along said right of way 192.21 feet to the point of beginning.

Exhibit C

(Legal Description of Initial Parcels - No Purchase Agreement  
for improvements located on Parcel 4 of Exhibit B)

Parcel 1, Parcel 2 and Parcel 3: All of Lot 9, South Pier, being part of the Southeast fraction of the Southeast 1/4, Section 23, and part of Government Lot 1, Section 26, all in T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Parcel 4: That parcel designated "Adjoining Space" on the drawing entitled "The Fieldhouse Proposed Site Plan, Sheet No. A1," a copy of which is attached.

 <b>LMA</b> Architects 110 South 1st Street Portland, ME 04101 Tel: (603) 231-1111 Fax: (603) 231-1112	<b>THE PALMHOUSE PROGRAM SITE PLAN</b> SOUTH PARK DISTRICT BOSTON, MA	SHEET NO. 1 DATE: 12/15/00 DRAWN BY: J. [unclear] CHECKED BY: [unclear]
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------	----------------------------------------------------------------------------------

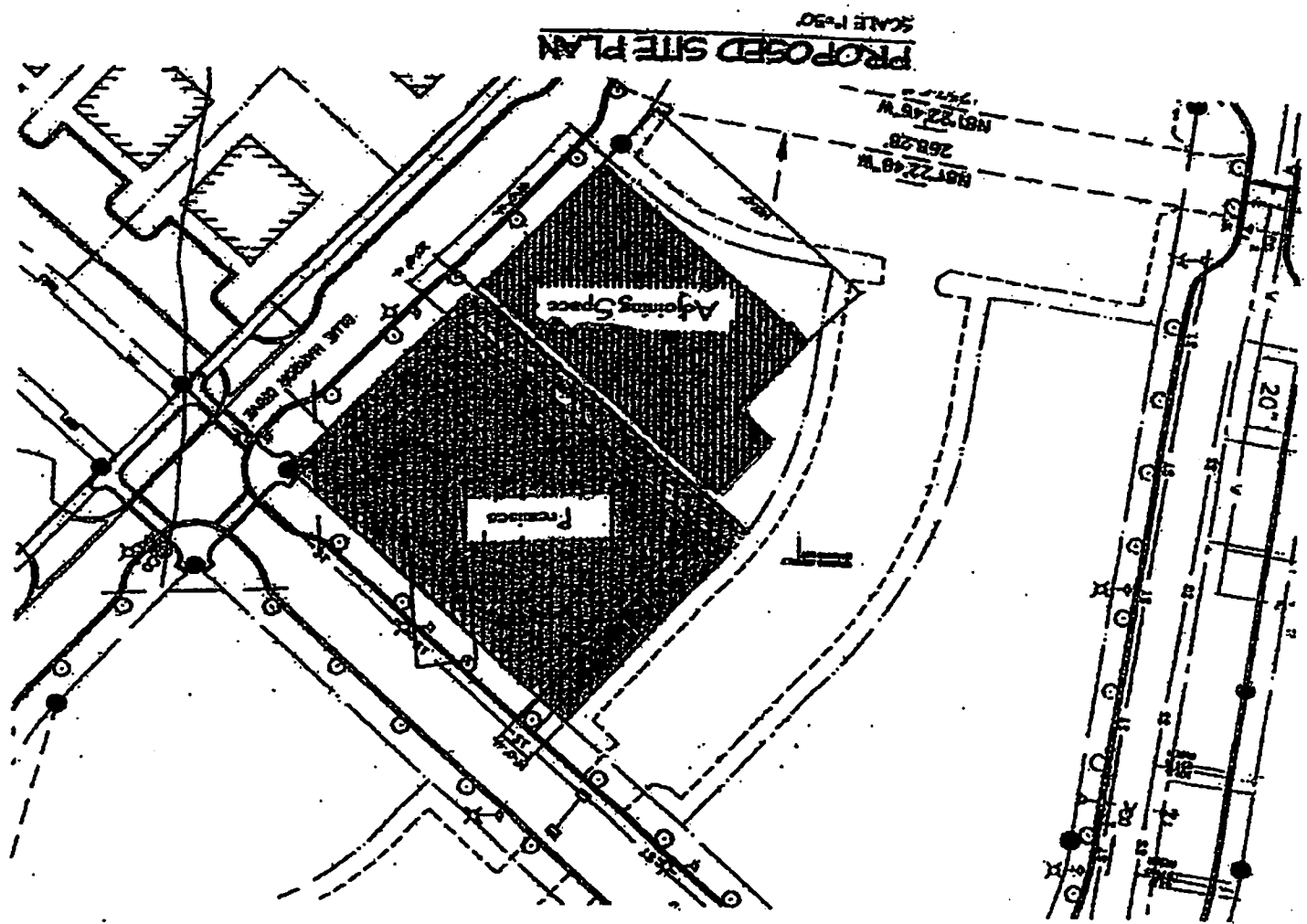


Exhibit D

(Additional Land - If at time of conveyance of Additional Land, Claremont owns parcels described on Exhibit B)

All of Lots 7, 10 and 11, South Pier, and all of Lot 8, South Pier, with the exception of: That part of Lot 8, South Pier Plat, located in the S.E. 1/4 of Section 23 and the N.E. 1/4 of Section 26, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeasterly corner of said Lot 8, also being the intersection of the Southwesterly right of way line for Lakeview Drive and the Northwesterly right of way line for Blue Harbor Drive, thence S.  $42^{\circ}36'12''$ W. along the Northwesterly line of Blue Harbor Drive 141.00 feet, thence N.  $46^{\circ}23'48''$ W. 187.14 feet, thence Northeasterly 35.24 feet along the arc of a curve to the right having a radius of 198.34 feet and a chord bearing N.  $38^{\circ}29'57''$ E. 35.24 feet, thence N.  $41^{\circ}13'22''$ E. 105.92 feet to the Southwesterly right of way for Lakeview Drive, thence S.  $47^{\circ}23'48''$ E. along said right of way 192.21 feet to the point of beginning.

Being part of the Southeast fraction of the Southeast 1/4, Section 23, and part of Government Lot 1, Section 26, all in T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Exhibit E

(Additional Land - If at time of conveyance of Additional Land, Claremont owns parcels described on Exhibit C)

All of Lots 7, 10 and 11, South Pier, and all of Lot 8, South Pier, with the exception of that parcel designated "Adjoining Space" on the drawing entitled "The Fieldhouse Proposed Site Plan, Sheet No. A1," a copy of which is attached; being part of the Southeast fraction of the Southeast 1/4, Section 23, and part of Government Lot 1, Section 26, all in T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



**Exhibit F**

**RELEASE OF OPTION TO NEGOTIATE  
AND PURCHASE**

**Document Number**

The undersigned certify that the City of Sheboygan, Wisconsin and the Redevelopment Authority of the City of Sheboygan, Wisconsin, and Claremont New Frontier Resort LLC entered into an Option to Negotiate and Purchase, dated February \_\_, 2012, a memorandum of which was recorded on February \_\_, 2012, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. \_\_\_\_\_. The undersigned have the right to release the same, and hereby releases from the lien of the above-described Option to Negotiate and Purchase and Memorandum of Option to Negotiate and Purchase, the following described real estate located in said county ("Property"):

See Exhibit A attached hereto.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date set forth above.

**REDEVELOPMENT AUTHORITY OF THE CITY  
OF SHEBOYGAN, WISCONSIN**

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

Name: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

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

STATE OF WISCONSIN )

) ss.

COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_ day of February, 2012, the above named \_\_\_\_\_ and \_\_\_\_\_, the Chairperson and Executive Director, respectively, of **Redevelopment Authority of the City of Sheboygan, Wisconsin**, known to me to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the **Redevelopment Authority of the City of Sheboygan, Wisconsin**.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public

Sheboygan County, Wisconsin

My Commission expires: \_\_\_\_\_

(Notary Seal)

**CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )

) ss.

COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_ day of February, 2012, the above named \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the **City of Sheboygan, Wisconsin**, known to me to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the the **City of Sheboygan, Wisconsin**.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public  
Sheboygan County, Wisconsin  
My Commission expires: \_\_\_\_\_

(Notary Seal)

**CLAREMONT NEW FRONTIER RESORT  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Elias Patoucheas, Manager

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_ day of February, 2012, the above named Elias Patoucheas, Manager of Claremont New Frontier Resort LLC, a Delaware limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of the limited liability company.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public

\_\_\_\_\_  
County, \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

(Notary Seal)

This instrument was drafted by:

Ann K. Comer, Esq.  
Quarles & Brady LLP  
411 E. Wisconsin Avenue, Suite 2040  
Milwaukee, WI 53202