ATTACHMENTS

II

4.4

R. O. No. 166 - 19 - 20. By BOARD OF WATER COMMISSIONERS. March 2, 2020.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners, in anticipation of its raw water improvements intake project, seeks approval to pursue taxable $3,100,000.00 water revenue bond anticipation notes (BAN) to fund engineering costs ahead of the project construction. The BAN would be 4-year short-term notes having interest only payments made solely from water utility revenues. The BAN would have no impact on the city general fund or any other city funding source. The principal due in 2024 would be refinanced with long-term water utility revenue bonds from either the safe drinking water loan program or from bonds issued in the private marketplace.

Finance + Personnel

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

II

4.1

R. O. No. 174 - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in rem. 2014, 2015 and 2016.

Finance + Personnel

CITY CLERK

CLERK CIRCUIT COURT
FILED
20 FEB 28 P3:35
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WI STATUTE §75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2014, 2015 AND 2016 NUMBER FORTY-SIX

Case Class: 30405

Case No. 2020 GF 009

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM*. 2014, 2015 and 2016 NUMBER FORTY-SIX

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2014 through 2016, sales of 2015 through 2017, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of February 28, 2020, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2014, 2015 and 2016 NUMBER FORTY-SIX

PARCEL NO. 59010122300

Owner(s) of Record:
Victor H. Lara-Ruiz and Rebecca J. Lara-Ruiz, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated August 17, 2007 and recorded August 20, 2007 at 10:19 a.m. as Document Number 1834027.

Property Address:
Vacant Land along County Road U, Plymouth WI 53073

Legal Description:
A parcel of land in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Ten (10), Township Fourteen (14) North, Range Twenty-One (21) East and more particularly described as follows: Beginning at a point on the North line of said forty, which is Three Hundred Thirty-Four (334) feet East of the Northwest corner of the said Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) and on the East boundary of land presently owned by the parties of the second part; thence East along the North line of said forty a distance of One Hundred Sixty-Seven (167) feet; thence South and parallel with the West line of said forty a distance of Two Hundred Eighty-Three (283) feet; thence West and parallel with the North line of said forty a distance of One Hundred Sixty-Seven (167) feet; thence North and parallel with the West line of said forty and along the East line of property presently owned by the parties of the second part a distance of Two Hundred Eighty-Three (283) feet to the point of beginning. Subject to previous conveyances therefrom for highway purposes. Reserving therein to the grantor, its successors and assigns an easement over the conveyed premises for roadway purposes to remove logs from the land of the grantors lying South of the conveyed premises to County Trunk "U".

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	119
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$131.06
Date Interest and Penalty Computed:	2/1/2017

Other:
Easement as referenced in Warranty Deed dated August 17, 2007 and recorded August 20, 2007 at 10:19 a.m. as Document Number 1834027.

Rights of the public in any portion of the subject premises lying below the ordinary high water mark of an "unnamed pond".

Divorce Judgment in the marriage of Rebecca Jean Lara-Ruiz and Victor H. Lara-Ruiz, Sheboygan County Case Number 15FA11, filed on January 9, 2015.

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person, by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. in Volume 1039, Page 543 as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No. 5 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated October 30, 2001 and recorded January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, Page 144 as Document Number 1623940, securing the principal sum of $25,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	533
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$2,124.89
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281011750

Owner(s) of Record:
Janet L. Carter, a single person, by virtue of a Warranty Deed dated December 7, 1992 and recorded December 7, 1992 at 2:55 p.m. in Volume 1250, Page 524 as Document Number 1359231.

Property Address:
538 Highland Terrace, Sheboygan WI 53083

Legal Description:
All of Lots 15, 16 and 17, of North Park Subdivision in the City of Sheboygan, excepting all that part of Lot 15, of North Park Subdivision in the City of Sheboygan, lying between the Easterly line of said Lot and a line parallel to and 10 feet Westerly from said East line, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:

Mortgage executed by Janet L. Carter to Kohler Credit Union, 850 Woodlake Road, Kohler WI 53044, dated January 25, 2016 and recorded February 1, 2016 at 9:29 a.m. as Document Number 2015762, securing the principal sum of $115,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	548
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,642.78
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281101930

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by virtue of a Warranty Deed dated May 27, 1994 and recorded June 2, 1994 at 1:34 p.m. as Document Number 1405502.

Property Address:
Vacant Land along N. 7th Street, Sheboygan WI 53081

Legal Description:
The North Fifty (50) feet of Lot One (1) and the North Fifty (50) feet of the East Fifteen (15) feet of Lot Two (2), all in Block Number Forty-Three (43) of the Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00.

Assignment of Mortgage from U.S. Bank National Association (successor by merger to Firstar Bank Wisconsin) to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland ME 04101, dated June 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Assignment of Mortgage from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta GA 30022 dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Assignment of Mortgage from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland ME 04101 dated January 28. 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Assignment of Mortgage from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan WI 53083 dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ164, entered February 20, 2019 and docketed October 31, 2019 at 10:26 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ165, entered February 20, 2019 and docketed October 31, 2019 at 10:29 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ166, entered February 20, 2019 and docketed October 31, 2019 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ167, entered February 20, 2019 and docketed October 31, 2019 at 10:33 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ168, entered February 20, 2019 and docketed October 31, 2019 at 10:38 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ169, entered February 27, 2019 and docketed October 31, 2019 at 10:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ170, entered February 27, 2019 and docketed October 31, 2019 at 2:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ171, entered March 13, 2019 and docketed October 31, 2019 at 2:38 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ172, entered March 13, 2019 and docketed October 31, 2019 at 2:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ175, entered January 16, 2019 and docketed October 31, 2019 at 3:22 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ176, entered January 16, 2019 and docketed October 31, 2019 at 3:24 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ177, entered February 13, 2019 and docketed October 31, 2019 at 3:27 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ178, entered February 13, 2019 and docketed October 31, 2019 at 3:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ179, entered February 13, 2019 and docketed October 31, 2019 at 3:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ180, entered February 13, 2019 and docketed October 31, 2019 at 3:42 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ181, entered February 13, 2019 and docketed October 31, 2019 at 3:53 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ182, entered February 13, 2019 and docketed October 31, 2019 at 3:55 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ183, entered February 13, 2019 and docketed October 31, 2019 at 4:02 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	621	556	557	556
Tax Year:	2014	2015	2016	2016
Sale Year:	2015	2016	2017	2017
Principal Sum of Lien:	$1,299.55	$1,249.74	$1,458.93	$1,203.19
Date Interest and Penalty Computed:	2/1/2015	2/1/2016	2/1/2017	2/1/2017

Other:
Raze order dated July 20, 2018 and recorded August 3, 2018 at 2:27 p.m. as Document Number 2060568.

PARCEL NO. 59281103980

Owner(s) of Record:
Neil G. Eigenberger by virtue of a Warranty Deed dated December 28, 1994 and recorded January 5, 1995 at 2:24 p.m. in Volume 1375 of Records, Page 827 as Document Number 1419206.

Property Address:
604 Erie Avenue, Sheboygan WI 53081

Legal Description:
The North 50 feet of the West 18.33 feet of the East 28.33 feet of Lot 11; the East 10 feet of Lot 11; and all of Lot 12, Block 74, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Real Estate Security Agreement executed by Neil G Eigenberger to Community Bank, 3007 S. Business Drive, Sheboygan WI 53081, dated September 10, 1998 and recorded September 14, 1998 at 8:43 a.m. in Volume 1605 of Records, Page 218 as Document Number 1517813; said Security Agreement was re-recorded December 11, 1998 at 1:26 p.m. in Volume 1630 of Records, Page 985 as Document Number 1527675, correcting the location address of property.

Judgments/Liens:
Judgment executed against Neil Eigenberger and Tanya Eigenberger in favor of City of Sheboygan Property Taxes, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 11SC2249, entered October 3, 2011 and docketed October 4, 2011 at 10:38 a.m. in the principal sum of $1,305.67. (Attorney Andrew H. Morgan, Esq)

Judgment executed against Neil Eigenberger in favor of Crystal Lee Pocian, 810 S Wisconsin Drive, Howards Grove WI 53083, Sheboygan County Circuit Court Case Number 10SC2630, entered November 22, 2010 and docketed December 2, 2010 at 4:28 p.m. in the principal sum of $946.50. (no attorney listed)

Judgment executed against Neil Eigenberger in favor of Schwartz Septic Service Inc, N2300 Pelishek Road, Adell WI 53001, Sheboygan County Circuit Court Case Number 10SC2485, entered November 8, 2010 and docketed December 26, 2012 at 1:59 p.m.in the principal sum of $1,068.23. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO177, entered August 10, 2018 and docketed August 10, 2018 at 2:21 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO265, entered August 10, 2018 and docketed August 10, 2018 at 2:21 p.m. in the principal sum of $515.50. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Alpine, 1941 Ashland Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered September 27, 2011 and docketed September 27, 2011 at 11:11 a.m. in the principal sum of $3,702.00. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO564, entered January 15, 2019 and docketed January 15, 2019 at 8:30 a.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19FO146, entered June 21, 2019 and docketed June 21, 2019 at 10:03 a.m. in the principal sum of $515.50. (no attorney listed)

Taxes:

Certificate No.:	564
Tax Year:	2016
Sale Year:	2017

Principal Sum of Lien:	$3,879.61
Date Interest and Penalty Computed:	2/1/2017

Other:
Transfer on Death Deed executed by Neil G. Eigenberger to Tanya A. Eigenberger dated June 20, 2019 and recorded June 24, 2019 at 3:51 p.m. as Document Number 2074557.

PARCEL NO. 59281104110

Owner(s) of Record:
Thomas Selak by virtue of a Warranty Deed dated October 9, 1991 and recorded October 15, 1991 at 1:21 p.m. in Volume 1185 of Records, Page 793 as Document Number 1227400.

Property Address:
1117 N. 8th Street, Sheboygan WI 53081

Legal Description:
The South Twenty (20) feet of Lots Five (5) and Six (6), in Block Seventy-Five (75) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof; subject to all easements presently of record.

Mortgages:
Mortgage executed by Thomas M. Selak to Hiawatha National Bank, 1414 N. Taylor Drive, Suite 205, Sheboygan WI 53081, dated October 2, 2015 and recorded October 7, 2015 at 3:13 p.m. as Document Number 2010617, securing the principal sum of $55,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	566
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,362.05
Date Interest and Penalty Computed:	2/1/2017

Other:
Ordinance granting encroachment dated July 6, 1998 and recorded July 16, 1998 at 2:22 p.m. in Volume 1591 of Records, Pages 585-586 as Document Number 1512223.

PARCEL NO. 59281110280

Owner(s) of Record:
Carol S. McQueen, a single person, by virtue of a Warranty Deed dated November 24, 1992 and recorded December 2, 1992 at 9:14 a.m. in Volume 1249 of Records, Page 487 as Document Number 1358757.

Property Address:
842 N. 5th Street, Sheboygan WI 53081

Legal Description:

The South Thirty-Four (34.00) feet of the East Forty-Five (45.00) feet of Lot One (1), Block Three Hundred Six (306), Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Carol S. McQueen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated October 18, 1994 and recorded October 28, 1994 at 1:31 p.m. in Volume 1366 of Records, Pages 888-889 as Document Number 1414746, securing the principal sum of $3,700.00.

Mortgage executed by Carol S. McQueen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated December 9, 1996 and recorded January 7, 1997 at 2:44 p.m. in Volume 1484 of Records, Pages 699-700 as Document Number 1468173, securing the principal sum of $12,862.00.

Judgments/Liens:
Judgment executed against Carol S. McQueen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ34, entered November 4, 2014 and docketed March 11, 2015 at 2:49 p.m. in the principal sum of $163,288.00. (no attorney listed)

Judgment executed against Carol S. McQueen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ158, entered October 13, 2013 and docketed June 23, 2014 at 9:00 a.m. in the principal sum of $711.00. (no attorney listed)

Taxes:

Certificate No.:	597	596
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$1,055.36	$783.79
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
Agreement dated July 27, 1982 and recorded July 30, 1982 at 3:01 p.m. in Volume 920 of Records, Pages 269-271 as Document Number 1078557.

PARCEL NO. 59281111910

Owner(s) of Record:
Jessica R. Charles by virtue of a Quit Claim Deed dated February 28, 2014 and recorded March 4, 2014 at 3:15 p.m. as Document Number 1983207.

Property Address:
409 Wisconsin Avenue, Sheboygan WI 53081

Legal Description:
The West 45 feet of the North 100 feet of Lot 80, Ellis Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5761, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of $10.00. (no attorney listed)

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5760, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Jessica Charles in favor of Credit Acceptance Corporation, 25505 W. Twelve Mile Road, Southfield, MI 48034, Sheboygan County Circuit Court Case Number 18SC2233, entered October 29, 2018 and docketed November 6, 2018 at 3:11 p.m. in the principal sum of $8,877.78. (Attorney Daniel P. Doctor)

Taxes:

Certificate No.:	604
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$581.46
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281203660

Owner(s) of Record:
Tou Lee and Cha Mee Vang, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:
Vacant Land along alley between St. Clair Avenue & Michigan Avenue, Sheboygan WI 53081

Legal Description:
The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan WI 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, securing the principal sum of $49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan WI 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Notice of Lis Pendens as it relates to Mortgage in Document Number 1875258 executed by Johnson Bank (Plaintiff) -vs- Tou Lee (a/k/a Tong Seng Lee) and Manasty V. Lee (f/k/a Cha Mee Vang), etal (Defendants), Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931.

Judgments/Liens:

Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28, 2016 and docketed March 31, 2016 at 4:29 p.m. in the principal sum of $1,162.14. (Attorney Joseph J. Voelkner)

Judgment executed against Tou Lee and Cha Mee Vang in favor of Thompson Sheet Metal & Heating Inc, 1756 University Avenue, Green Bay WI 54302, Sheboygan County Circuit Court Case Number 10TJ15, entered February 2, 2010 and docketed February 5, 2010 at 4:00 p.m. in the principal sum of $17,097.19. (Attorney Ronald F. Metzler)

Judgment executed against Tou Chee Moua Lee in favor of Target National Bank, 1100 US Bank Plaza, 200 S. 6th Street, % Meyer & Njus PA, Minneapolis MN 55402, Sheboygan County Circuit Court Case Number 12SC2825, entered November 26, 2012 and docketed December 3, 2012 at 2:14 p.m. in the principal sum of $1,054.12. (Attorney Ryan Dale Peterson)

Judgment executed against Tou L. Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 13CM1021, entered April 11, 2014 and docketed April 11, 2014 at 2:42 p.m. in the principal sum of $265.00. (no attorney listed)

Judgment executed against Toua. Lee and Cha Mee Vang in favor VanDerVaart Inc, P.O. Box 490, 1436 S. 15th Street, Sheboygan WI 53082, Sheboygan County Circuit Court Case Number (none listed), entered September 20, 2010 and docketed September 21, 2010 at 8:47 a.m. in the principal sum of $545.74. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ32, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ33, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ34, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ35, entered December 16, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ36, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ37, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ38, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ39, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ40, entered December 6, 2017 and docketed March 14, 2018 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ41, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $187.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ42, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ58, entered March 7, 2018 and docketed June 11, 2018 at 10:30 a.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ59, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ60, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ61, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ62, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ63, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ64, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ65, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ66, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ67, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of $187.00. (no attorney listed)

Judgment executed against Tou Lee in favor of Cottonwood Financial WI LLC, 1901 Gateway Drive #200, Irving TX 75038, Sheboygan County Circuit Court Case Number 19TJ154, entered August 26, 2019 and docketed August 26, 2019 at 10:08 a.m. in the principal sum of $1,407.00. (Attorney Josie Qiu)

Judgment executed against Tou Lee in favor of Midland Funding LLC, 350 Camino De La Reina, Suite 100, San Diego CA 92108, Sheboygan County Circuit Court Case Number 19SC2026, entered October 7, 2019 and docketed October 17, 2019 at 10:10 a.m. in the principal sum of $2,660.31. (Attorney David Anthony Ambrosh)

Judgment executed against Manasty V. Lee in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ234, entered June 19, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Manasty V. Lee in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ235, entered August 21, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00. (no attorney listed)

Possible Child Support Lien against Tou Sua Lee, Docket Number 593500, filed March 4, 2018 in the principal sum of $22,820.42, Marathon County Child Support Agency, 400 E. Thomas Street, Wausau WI 54403.

Possible Child Support Lien against Cha Vang, Docket Number 616437, filed December 9, 2018 in the principal sum of $18,570.03, Marathon County Child Support Agency, 400 E. Thomas Street, Wausau WI 54403.

Taxes:

Certificate No.:	703	619	618	625
Tax Year:	2014	2015	2015	2016
Sale Year:	2015	2016	2016	2017
Principal Sum of Lien:	$1,841.86	$178.52	$1,771.69	$1,705.17
Date Interest and Penalty Computed:	2/1/2015	2/1/2016	2/1/2016	2/1/2017

Other:
Raze Order dated August 22, 2019 and recorded August 27, 2019 at 9:04 a.m. as Document Number 2077684.

U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 13-34215-gmh, Chapter 13, filed October 29, 2013 by Tong Seng Lee (a/k/a Tou Lee) and Manasty Vang Lee (a/k/a Cha Mee Vang), terminated January 13, 2020.

PARCEL NO. 59281206130

Owner(s) of Record:
Sandra L. Fries, a single person, by virtue of a Warranty Deed dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, Page 461 as Document Number 1528238.

Property Address:
1018B N. 11th Street, Sheboygan WI 53081

Legal Description:
The South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.
AND:

Commencing at the Northeast corner of the South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92); thence South Seventy-Three (73) feet to the Southeast Corner of said South Seventy-Three (73) feet of the West Half (W ½); thence East Seven (7) feet; thence North Forty-Four (44) feet parallel with the West line of Lot Three (3); thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning; thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-Two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	654
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$436.65
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281206150

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
1123 Erie Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
West ½ of Lot 4, Block 92, Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	656	655
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$366.76	$938.48
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281206245

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
Garage across alley from 1123 Erie Avenue, Sheboygan WI 53081

Legal Description:
The North 35 feet of Lot 9, Block 92, of the Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	658
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$60.55
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau by virtue of a Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 1012 at 3:46 p.m. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan WI 53081

Legal Description:
Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated March 18, 2014 and recorded March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975550, securing the principal sum of $7,976.25.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	687
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,530.36
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281304020

Owner(s) of Record:
Damon T. Green by virtue of a Warranty Deed dated February 6, 2015 and recorded January 20, 2016 at 3:33 p.m. as Document Number 2015387.

Property Address:
919 High Avenue, Sheboygan WI 53081

Legal Description:
Lot Seven (7), Block Two (2), Assessment Subdivision No. 16, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Notice of Lien executed against Damon Green in favor of Sheboygan County Corporation Counsel, 2124 Kohler Memorial Drive, Suite 310, Sheboygan WI 53081-3174, dated February 23, 2018 and recorded February 28, 2018 at 3:49 p.m. as Document Number 2053040 to secure the reimbursement of attorneys' fees that may incur as a result of legal counsel appointed for representation in Cases 17CF663 and 17CF705.

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 14CF338, entered September 6, 2018 and docketed September 6, 2018 at 11:26 a.m. in the principal sum of $727.00. (no attorney listed)

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CM338, entered February 6, 2013 and docketed February 6, 2013 at 2:15 p.m. in the principal sum of $42.10. (no attorney listed)

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17CF663, entered

September 6, 2018 and docketed September 6, 2018 at 11:26 a.m. in the principal sum of $2,866.86. (no attorney listed)

Possible Child Support Lien against Damon Trevoyi Green, Docket Number 491123, filed March 8, 2015 in the principal sum of $18,421.01, Sheboygan County Child Support Agency, Courthouse Annex, 615 N. 6th Street, Sheboygan WI 53081.

Taxes:

Certificate No.:	700
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$372.49
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281305510

Owner(s) of Record:
Jorge Hernandez and Maria E. Hernandez by virtue of a Special Warranty Deed dated January 12, 2016 and recorded February 4, 2016 at 10:47 a.m. as Document Number 2015953.

Property Address:
910 Clara Avenue, Sheboygan WI 53081

Legal Description:
Lot Twenty-Two (22), Block One (1), Assessment Subdivision Number Seventeen (17), City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Maria Hernandez and Jorge Hernandez in favor of Honor Finance LLC, 909 Davis Street, Suite 260, Evanston, IL 60201, Sheboygan County Circuit Court Case Number 15SC1916, entered September 28, 2015 and docketed October 6, 2015 at 9:18 a.m. in the principal sum of $7,068.61. (Attorney Michael A. Stueland)

Judgment executed against Jorge Hernandez in favor of Health Payment Systems Inc, 2923 Marketplace Drive, Suite 100, Fitchburg WI 53719-5320, Sheboygan County Circuit Court Case Number 16SC464, entered April 4, 2016 and docketed April 22, 2016 at 3:15 p.m. in the principal sum of $2,526.50. (Attorney David M. Mcdorman)

Judgment executed against Jorge Hernandez in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 10SC648, entered April 5, 2010 and docketed April 12, 2010 at 12:25 p.m. in the principal sum of $1,421.41. (Attorney Elaine Marie Landis)

Judgment executed against Jorge Hernandez and Maria E. Hernandez in favor of Apex I LLC, 5603 Indian Mound Circle, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16CV425, entered November 21, 2016 and docketed January 6, 2017 at 3:55 p.m. in the principal sum of $1,819.40. (Attorney Anthony J. Resimius)

Judgment executed against Maria Hernandez in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 15SC2712, entered January 25, 2016 and docketed February 1, 2016 at 12:29 p.m. in the principal sum of $1,780.74. (Attorney Vincent Bauer)

Judgment executed against Maria E. Hernandez in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TR5237, entered November 14, 2017 and docketed November 14, 2017 at 1:16 p.m. in the principal sum of $175.30. (no attorney listed)

Taxes:

Certificate No.:	707
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$3.80
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281305850

Owner(s) of Record:
Valerie J. Thalacker by virtue of a Special Warranty Deed dated June 17, 2013 and recorded July 8, 2013 at 12:59 p.m. as Document Number 1971810.

Property Address:
928 Broadway Avenue, Sheboygan WI 53081

Legal Description:
Lot Twenty-Six (26), Block Two (2), Assessment Subdivision Number 17, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Valerie J. Thalacker in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12SC2446, entered October 15, 2012 and docketed October 18, 2012 at 12:25 p.m. in the principal sum of $1,265.76. (Atty. Kirsten Fagerland Pezewski)

Taxes:

Certificate No.:	709
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$187.71
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281318990

Owner(s) of Record:
Jason J. Bloedorn and Shannon M. Bloedorn, husband and wife as survivorship marital property, by virtue of a Quit Claim Deed dated June 8, 2015 and recorded June 8, 2015 at 11:40 a.m. as Document Number 2004108.

Property Address:
725 Clara Avenue, Sheboygan WI 53081

Legal Description:
The West 36 feet of the East 72 feet of Lots 11 and 12, Block 13, South Side Land Company Addition to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Shannon M. Bloedorn and Jason Bloedorn in favor of Radiology Associates of the Fox Valley SC, 333 N. Commercial Street, Suite 100, Neenah WI 54956, Sheboygan County Circuit Court Case Number 17SC1892, entered August 28, 2017 and docketed September 1, 2017 at 11:14 a.m. in the principal sum of $3,433.20. (Attorney Keary W. Bilka)

Judgment executed against Shannon Bloedorn and Jason Bloedorn in favor of C & E Construction of Sheboygan LLC, 1503 S. 9th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1348, entered October 12, 2017 and docketed October 12, 2017 at 1:50 p.m. in the principal sum of $10,222.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of Aurora Health Care Central Inc and Aurora Medical Group, P.O. Box 343910, Milwaukee WI 53234, Sheboygan County Circuit Court Case Number 16SC1106, entered June 13, 2016 and docketed June 16, 2016 at 12:18 p.m. in the principal sum of $1,439.64. (Attorney John M. Heuer)

Judgment executed against Shannon Marie Bloedorn in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16FA330, entered December 13, 2016 and docketed December 13, 2016 at 2:26 p.m. in the principal sum of $194.50. (no attorney listed)

Judgment executed against Jason Jarrod Bloedorn in favor of Darrow & Dietrich SC, (no address listed), Sheboygan County Circuit Court Case Number 16FA330, entered August 19, 2017 and docketed August 25, 2017 at 8:30 a.m. in the principal sum of $890.14. (no attorney listed)

Judgment executed against Shannon M. Bloedorn and Jason Jarrod Bloedorn in favor of Milwaukee Regional Medical Center Inc, 2661 Aviation Road, Waukesha WI 53188, Sheboygan County Circuit Court Case Number 18CV187, entered August 30, 2018 and docketed September 4, 2018 at 8:38 a.m. in the principal sum of $22,196.02. (Attorney Keary W. Bilka)

Taxes:

Certificate No.:	748
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$526.72
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281400490

Owner(s) of Record:
Rickey W. Thimmig, a single person, by virtue of a Warranty Deed dated April 6, 2015 and recorded April 23, 2015 at 8:46 a.m. as Document Number 2001816.

Property Address:
1123 High Avenue, Sheboygan WI 53081

Legal Description:
Lot 7, Block 2, Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Ricky W. Thimmig to Steven W. Altman, 3606 Main Avenue, Sheboygan WI 53083, dated April 3, 2015 and recorded April 23, 2015 at 8:47 a.m. as Document Number 2001817, securing the principal sum of $13,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	763
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$63.59
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	766	765
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$856.23	$2,197.33
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281402100

Owner(s) of Record:
Jason Hansen by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:
1928 S. 13th Street, Sheboygan WI 53081

Legal Description:
Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan.

Mortgages:
Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated April 8, 1994 and recorded April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, Pages 536-537 as Document Number 1401643, securing the principal sum of $1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated November 19, 1997 and recorded December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, Page 427 as Document Number 1491922, securing the principal sum of $7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated October 23, 1998 and recorded November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, Page 72 as Document Number 1523233, securing the principal sum of $2,100.00.

Judgments/Liens:
Judgment executed against Jason Hansen in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego CA 92108, Sheboygan County Circuit Court Case Number 18SC258, entered February 19, 2018 and docketed February 21, 2018 at 3:57 p.m. in the principal sum of $1,073.94. (Attorney Jason Donald Hermersmann)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ237, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ238, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ239, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of (none listed). (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ242, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ240, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ246, entered August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ236, entered August 14, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ241, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ243, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ245, entered August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ244, entered May 8, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $98.80. (no attorney listed)

Possible Child Support Lien against Jason S. Hansen, Docket Number 548595, filed November 6, 2016 in the principal sum of $3,934.14, Rock County Child Support Agency, 51 S. Main Street, Janesville WI 53545.

Taxes:

Certificate No.:	775
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$951.06
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281403190

Owner(s) of Record:
William Lex by virtue of a Warranty Deed dated June 30, 1993 and recorded July 21, 1993 at 1:41 p.m. in Volume 1288 of Records, Pages 93-94 as Document Number 1377816.

Property Address:
1501 S. 13th Street, Sheboygan WI 53081

Legal Description:
Lot Number Six (6), Block Number Six (6), Assessment Subdivision Number Nineteen (19), in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ60, entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William Lex in favor of Aurora Health Care Central Inc and Aurora Medical Group Inc, P.O. Box 343910, Milwaukee WI 53215, Sheboygan County Circuit Court Case Number 18SC558, entered March 26, 2018 and docketed March 29, 2018 at 9:17 a.m. in the principal sum of $1,744.22. (Attorney Jonathan D. McCollister)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ46, entered February 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ47, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ48, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ49, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ50, entered August 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ51, entered September 16, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $66,644.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ52, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ53, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ54, entered March 16, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ55, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ56, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ57, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ58, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Taxes:

Certificate No.:	783	782
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$446.08	$1,063.50
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
Rental Unit Energy Efficiency Standards Stipulation recorded with Warranty Deed dated June 30, 1993 and recorded July 21, 1993 at 1:41 p.m. in Volume 1288 of Records, Pages 93-94 as Document Number 1377816.

PARCEL NO. 59281403210

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578.

Property Address:
1509 S. 13th Street, Sheboygan WI 53081

Legal Description:

Lot 8, Block 6, of Assessment Subdivision Number 19 of the City of Sheboygan, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ164, entered February 20, 2019 and docketed October 31, 2019 at 10:26 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ165, entered February 20, 2019 and docketed October 31, 2019 at 10:29 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ166, entered February 20, 2019 and docketed October 31, 2019 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ167, entered February 20, 2019 and docketed October 31, 2019 at 10:33 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ168, entered February 20, 2019 and docketed October 31, 2019 at 10:38 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ169, entered February 27, 2019 and docketed October 31, 2019 at 10:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ170, entered February 27, 2019 and docketed October 31, 2019 at 2:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ171, entered March 13, 2019 and docketed October 31, 2019 at 2:38 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ172, entered March 13, 2019 and docketed October 31, 2019 at 2:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ175, entered January 16, 2019 and docketed October 31, 2019 at 3:22 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ176, entered January 16, 2019 and docketed October 31, 2019 at 3:24 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ177, entered February 13, 2019 and docketed October 31, 2019 at 3:27 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ178, entered February 13, 2019 and docketed October 31, 2019 at 3:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ179, entered February 13, 2019 and docketed October 31, 2019 at 3:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ180, entered February 13, 2019 and docketed October 31, 2019 at 3:42 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ181, entered February 13, 2019 and docketed October 31, 2019 at 3:53 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ182, entered February 13, 2019 and docketed October 31, 2019 at 3:55 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ183, entered February 13, 2019 and docketed October 31, 2019 at 4:02 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	785	784
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$2,095.29	$833.60
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281430796

Owner(s) of Record:
Judith Ries by virtue of a Warranty Deed dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Page 410 as Document Number 1497785.

Property Address:
2608 Camelot Boulevard, Sheboygan WI 53081

Legal Description:
Lot 3 of a Certified Survey Map recorded in Volume 11 of Certified Survey Maps, Page 288 as Document Number 1413783; being part of the Northwest Quarter of the Northwest Quarter of Section 3, Town 14 North, Range 23 East and the Northeast Quarter of the Northeast Quarter of Section 4, Town 14 North Range 23 East.

Mortgages:
Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity Inc, (no address provided), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 416-417 as Document Number 1497787, securing the principal sum of $37,500.00.

Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity Inc, (no address provided), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 418-419 as Document Number 1497788, securing the principal sum of $50,500.00.

Judgments/Liens:
Judgment executed against Judith A. Ries in favor of Portfolio Recovery Associates LLC, 140 Corporate Boulevard, Norfolk VA 23502, Sheboygan County Circuit Court Case Number 12SC1505, entered June 18, 2012 and docketed June 25, 2012 at 12:43 p.m. in the principal sum of $951.56. (Attorney Joseph Robert Johnson)

Judgment executed against Judith Ries in favor of Resurgence Capital LLC, 1161 Lake Cook Road, Suite D, Deerfield IL 60015, Sheboygan County Circuit Court Case Number 15SC1444, entered August 3, 2015 and docketed August 1, 2016 at 4:34 p.m. in the principal sum of $9,623.40. (Attorney Robert Irwin Dorf)

Taxes:

Certificate No.:	824
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$2,444.61
Date Interest and Penalty Computed:	2/1/2017

Other:
Septic Easement dated June 9, 1986 and recorded December 15, 1986 at 4:20 p.m. in Volume 1035 of Records, Pages 529-531 as Document Number 1143748.

Sewer & Water Connection Swear-Off dated March 23, 1982 and recorded March 24, 1982 at 10:16 a.m. in Volume 914 of Records, Page 743 as Document Number 1075234.

PARCEL NO. 59281431320

Owner(s) of Record:
Shannon E. Walker (f/k/a Shannon E. Mora, f/k/a Shannon E. Molkentine) by virtue of a Quit Claim Deed dated October 10, 2016 and recorded October 18, 2016 at 9:25 a.m. as Document Number 2029009.

Property Address:
1824 Washington Avenue, Sheboygan WI 53081

Legal Description:
Part of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Fifteen (15) North, Range Twenty-Three (23) East, City of Sheboygan, Sheboygan County, Wisconsin, described as: Commencing at a point 66.25 feet West and 444.61 feet South of the Northeast corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼);

thence West 66.25 feet; thence South 212.89 feet to the center of Washington Avenue; thence East along Washington Avenue, 66.25 feet; thence North 212.89 feet to the point of beginning.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 29, 2010 and docketed September 29, 2010 at 12:46 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 14, 2011 and docketed September 14, 2011 at 3:00 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered October 6, 2011 and docketed October 6, 2011 at 2:34 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Portfolio Recovery Associates, P.O. Box 12914, Norfolk VA 23541, Sheboygan County Circuit Court Case Number 15SC1066, entered June 1, 2015 and docketed June 30, 2015 at 8:52 a.m. in the principal sum of $2,016.12. (Attorney Dustin Allen McMahon)

Judgment executed against Shannon E. Molkentin in favor of Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 110, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14SC1372, entered June 30, 2014 and docketed July 3, 2014 at 4:08 p.m. in the principal sum of $776.50. (Attorney Paul A. Dirkse)

Judgment executed against Shannon Mora and Jose Mora in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ124, entered May 16, 2012 and docketed July 23, 2012 at 3:57 p.m. in the principal sum of $114.00. (no attorney listed)

Taxes:

Certificate No.:	825
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,021.81
Date Interest and Penalty Computed:	2/1/2017

Other:
Rights of the public to Washington Avenue.

PARCEL NO. 59281501430

Owner(s) of Record:
Alina N. Morado by virtue of a Special Warranty Deed dated January 13, 2012 and recorded January 18, 2012 at 10:00 a.m. as Document Number 1937687.

Property Address:
604 N. 13th Street, Sheboygan WI 53081

Legal Description:
The South Fifty (50) feet of Lot Twelve (12), Block One Hundred Forty-Six (146) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Alina Morado in favor of Midland Funding LLC, 8875 Aero Drive Suite 200, San Diego CA 92123, Sheboygan County Circuit Court Case Number 14SC1939, entered September 4, 2014 and docketed September 18, 2014 at 11:26 a.m. in the principal sum of $2,303.12. (Attorney Joseph Robert Johnson)

Judgment executed against Alina N. Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 15CM728, entered March 15, 2016 and docketed March 15, 2016 at 11:18 a.m. in the principal sum of $796.15. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3963, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3962, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $10.00. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3961, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $175.30. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 18CM748, entered May 14, 2019 and docketed May 14, 2019 at 2:10 p.m. in the principal sum of $111.00. (no attorney listed)

Taxes:

Certificate No.:	843
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$910.59
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281504120

Owner(s) of Record:

Charles R. Rogers and Pennye C. Rogers, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, Page 119 as Document Number 1226521.

Property Address:
1319 New Jersey Avenue, Sheboygan WI 53081

Legal Description:
The East Thirty-Five (35) feet of Lot Four (4), Block Two Hundred Eighteen (218), Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Charles R. Rogers and Pennye C. Rogers to Bank One NA, 841 Greencrest Drive, Westerville OH 43081, dated December 24, 1997 and recorded January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, Page 465 as Document Number 1494410, securing the principal sum of $64,000.00.

Assignment of Mortgage from Bank One NA to Mortgage First LLC, 283 E. Gentile Street, Suite 100, Layton UT 84041, dated July 3, 2007 and recorded July 9, 2007 at 2:10 p.m. as Document Number 1830803.

Judgments/Liens:
Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of $612.81. (Attorney Adam R. Finkel)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of $2,357.55. (Attorney Kirsten Fagerland Pezewski)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor or Sonntag Plumbing Inc, 2015 N. 18th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1072, entered May 22, 2017 and docketed May 24, 2017 at 4:33 p.m. in the principal sum of $732.77. (Attorney Andrew H. Morgan Esq.)

Judgment executed against Charles Rogers in favor of Jefferson Capital Systems LLC, % Messerli & Kramer PA, 3033 Campus Drive, Suite 250, Plymouth MN 55441, Sheboygan County Circuit Court Case Number 18SC2292, entered November 5, 2018 and docketed December 4, 2018 at 1:57 p.m. in the principal sum of $2,318.75. (Attorney James E. Kachelski)

Possible Child Support Lien against Charles Rogers, Docket Number 635455, filed August 4, 2019 in the principal sum of $15,619.45, Marathon County Child Support Agency, 400 E. Thomas Street, Wausau WI 54403 and Milwaukee County Child Support Agency, 901 N. 9th Street, Room 101, Milwaukee WI 53233.

Taxes:

Certificate No.:	859
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,425.62
Date Interest and Penalty Computed:	2/1/2017

Other:
Property Bond in the sum of $7,500.00 dated April 23, 1998 and recorded April 24, 1998 at 3:22 p.m. in Volume 1570 of Records, Pages 186-187 as Document Number 1503565.

PARCEL NO. 59281508150

Owner(s) of Record:
William E. Lex, single, by virtue of a Wisconsin Special Warranty Deed dated January 12, 2011 and recorded January 19, 2011 at 12:30 p.m. as Document Number 1918348.

Property Address:
1425 Kentucky Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
Lot Five (5), Block Two Hundred Seventy-Four (274), according to the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ60, entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William Lex in favor of Aurora Health Care Central Inc and Aurora Medical Group Inc, P.O. Box 343910, Milwaukee WI 53215, Sheboygan County Circuit Court Case Number 18SC558, entered March 26, 2018 and docketed March 29, 2018 at 9:17 a.m. in the principal sum of $1,744.22. (Attorney Jonathan D. McCollister)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ46, entered February 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ47, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ48, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ49, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ50, entered August 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ51, entered September 16, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $66,644.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ52, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ53, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ54, entered March 16, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ55, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ56, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ57, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ58, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Taxes:

Certificate No.:	876
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,353.05
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281511290

Owner(s) of Record:
Zeferina Soliz, a married person, by virtue of a Quit Claim Deed dated March 22, 2006 and recorded June 21, 2006 at 3:17 p.m. as Document Number 1801596; and by virtue of a Warranty Deed dated July 12, 1993 and recorded July 15, 1993 at 2:41 p.m. in Volume 1287 of Records, Pages 207-208 as Document Number 1377407.

Property Address:
2001/2003 Indiana Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
Lot One (1), Block One (1), Koerner Land Co's Subdivision, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	900	899
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$539.42	$2,526.83
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 18-30193-kmp, Chapter 7, filed October 29, 2018 by Zeferina Soliz Ramirez, terminated February 25, 2019.

PARCEL NO. 59281512930

Owner(s) of Record:
Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's Deed dated October 7, 2019 and recorded October 10, 2019 at 8:59 a.m. as Document Number 2080150.

Property Address:
1219 S. 19th Street, Sheboygan WI 53081

Legal Description:
Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	904
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$42.76
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281604340

Owner(s) of Record:
Jeffrey A. Close and Flor A. Close, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated December 18, 1998 and recorded December 28, 1998 at 12:46 p.m. as Document Number 1529221.

Property Address:
2811 Pine Grove Avenue, Sheboygan WI 53083

Legal Description:
Lot Seventeen (17), Block Five (5), Blue Mound Terrace Subdivision Number Two (2), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Jeffrey A. Close and Flor A. Close to TCF National Bank, 2508 S. Louise Avenue, Sioux Falls SD 57106, dated April 17, 2009 and recorded May 1, 2009 at 3:19 p.m. as Document Number 1876516, securing the principal sum of $148,600.00.

Judgments/Liens:
Judgment executed against Jeffrey A. Close in favor of First National Bank of Omaha, P.O. Box 3331, Omaha NE, 68103, Sheboygan County Circuit Court Case Number 18CV68, entered September 19, 2018 and docketed September 28, 2018 at 3:22 p.m. in the principal sum of $8,131.28. (Attorney Jason Donald Hermersmann)

Taxes:

Certificate No.:	921
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$876.24
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281613410

Owner(s) of Record:
John H. Mueller and Erin E. Mueller by virtue of a Special Warranty Deed dated October 3, 2013 and recorded October 28, 2013 at 3:16 p.m. as Document Number 1978135.

Property Address:
1710 N. 27th Place, Sheboygan WI 53081

Legal Description:
All of Lot Six (6), Block Ten (10), Graceland Subdivision No. 4 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Erin Mueller in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego CA 92108, Sheboygan County Circuit Court Case Number 18SC948, entered July 10,

2018 and docketed July 16, 2018 at 3:19 p.m. in the principal sum of $1,205.87. (Attorney Zachary W. Spaciel)

Judgment executed against Erin E. Mueller in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TR1744, entered August 13, 2018 and docketed August 13, 2018 at 3:20 p.m. in the principal sum of $162.70. (no attorney listed)

Judgment executed against Erin Elizabeth Mueller in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO144, entered August 13, 2018 and docketed August 13, 2018 at 3:20 p.m. in the principal sum of $389.50. (no attorney listed)

Taxes:

Certificate No.:	935
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,207.22
Date Interest and Penalty Computed:	2/1/2017

Other:
Pending Divorce in the Marriage of Erin Elizabeth Mueller and John Henry Mueller, Sheboygan County Clerk of Circuit Court Case Number 18FA291, filed on July 2, 2018.

PARCEL NO. 59281616770

Owner(s) of Record:
Michael G. Conwill and Debra K. Bell, as tenants in common, with a life estate interest to Fremont John Peters, by virtue of a Personal Representative's Deed dated July 10, 2006 and recorded October 27, 2006 at 4:00 p.m. as Document Number 1811822.

Property Address:
2409 W. Mark Drive, Sheboygan WI 53083

Legal Description:
Lot Ten (10), Block Thirty (30), Graceland Subdivision Number Eighteen (18), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	939
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$2,764.21
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281617490

Owner(s) of Record:
John Mueller by virtue of a Special Warranty Deed dated February 17, 2014 and recorded April 3, 2014 at 9:41 a.m. as Document Number 1984418.

Property Address:
3533 Gregory Drive, Sheboygan WI 53083

Legal Description:
Lot Three (3), Block Thirty-Two (32), according to the recorded Plat of Graceland Subdivision No. 19, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	940
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,118.56
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281628620

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated July 7, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by virtue of a Warranty Deed dated September 15, 1986 and recorded September 19, 1986 at 10:52 a.m. in Volume 1026 of Records, Page 35 as Document Number 1138593.

Property Address:
1603 Martin Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
Lot Twenty-Six (26), Zelle and Schaetzer's Subdivision in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ164, entered February 20, 2019 and docketed October 31, 2019 at 10:26 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ165, entered February 20, 2019 and docketed October 31, 2019 at 10:29 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ166, entered February 20, 2019 and docketed October 31, 2019 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ167, entered February 20, 2019 and docketed October 31, 2019 at 10:33 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ168, entered February 20, 2019 and docketed October 31, 2019 at 10:38 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ169, entered February 27, 2019 and docketed October 31, 2019 at 10:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ170, entered February 27, 2019 and docketed October 31, 2019 at 2:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ171, entered March 13, 2019 and docketed October 31, 2019 at 2:38 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ172, entered March 13, 2019 and docketed October 31, 2019 at 2:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ175, entered January 16, 2019 and docketed October 31, 2019 at 3:22 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ176, entered January 16, 2019 and docketed October 31, 2019 at 3:24 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ177, entered February 13, 2019 and docketed October 31, 2019 at 3:27 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ178, entered February 13, 2019 and docketed October 31, 2019 at 3:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ179, entered February 13, 2019 and docketed October 31, 2019 at 3:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ180, entered February 13, 2019 and docketed October 31, 2019 at 3:42 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ181, entered February 13, 2019 and docketed October 31, 2019 at 3:53 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ182, entered February 13, 2019 and docketed October 31, 2019 at 3:55 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ183, entered February 13, 2019 and docketed October 31, 2019 at 4:02 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	957
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$740.79
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281628710

Owner(s) of Record:
Cody Abraham by virtue of a Special Warranty Deed dated June 1, 2011 and recorded June 6, 2011 at 12:56 p.m. as Document Number 1925270.

Property Address:
2506 N. 15th Street, Sheboygan WI 53083

Legal Description:
The South 45 feet of Lots 34 and 35, Zelle & Schaetzer's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF635, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $2,921.23. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF655, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $525.05. (no attorney listed)

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5296, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $515.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5297, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 13CF87, entered November 8, 2017 and docketed November 8, 2017 at 11:32 a.m. in the principal sum of $2,982.65. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ43, entered October 12, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $110,395.00. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 18CF238, entered November 13, 2018 and docketed November 13, 2018 at 1:08 p.m. in the principal sum of $987.25. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered November 13, 2018 and docketed November 13, 2018 at 1:08 p.m. in the principal sum of $84.00. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered October 23, 2019 and docketed October 23, 2019 at 1:00 p.m. in the principal sum of $52.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM250, entered June 20, 2019 and docketed June 20, 2019 at 10:42 a.m. in the principal sum of $724.00. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM250, entered August 28, 2019 and docketed August 28, 2019 at 2:57 p.m. in the principal sum of $52.39. (no attorney listed)

Possible Child Support Lien against Cody Earl Abraham, Docket Number 642225, filed on November 3, 2019 in the principal sum of $1,067.62, Sheboygan County Child Support Agency, 615 N 6th Street, Sheboygan WI 53081.

Taxes:

Certificate No.:	960	959
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$274.32	$1,325.59
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281630290

Owner(s) of Record:
Jocelyn Ertel by virtue of a Quit Claim Deed dated March 5, 1996 and recorded March 6, 1996 at 3:35 p.m. in Volume 1433 of Records, Page 390 as Document Number 1445454.

Property Address:
2417 Main Avenue, Sheboygan WI 53083

Corrected Legal Description: Wis. Stat. § 75.145
Lot 2 of a Certified Survey Map recorded in Volume 6 of Certified Survey Maps, Page 97 as Document Number 1071058; being a part of the NW ¼ of the NW ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Jocelyn D. Ertel in favor of Bitter Neumann, 827 N. 14th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1062, entered May 22, 2017 and docketed May 24, 2017 at 4:27 p.m. in the principal sum of $773.28. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Jocelyn D. Ertel in favor of Capital One Bank (USA) NA, % Messerli & Kramer PA, 3033 Campus Drive Suite 250, Plymouth MN 55441, Sheboygan County Circuit Court Case Number 19SC230, entered February 25, 2019 and docketed March 1, 2019 at 8:06 a.m. in the principal sum of $2,330.78. (Attorney Gina Ziegelbauer)

Judgment executed against Jocelyn D. Ertel in favor of David Paul Petrauski, 1706 Patricia Circle, Sheboygan WI, 53083, Sheboygan County Circuit Court Case Number 19SC2052, entered October 14, 2019 and docketed October 23, 2019 at 1:54 p.m. in the principal sum of $986.50. (no attorney listed)

Taxes:

Certificate No.:	963

Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$836.07
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281703310

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated October 23, 1993 and recorded October 31, 1993 at 8:38 a.m. in Volume 1322 of Records, Page 680 as Document Number 1394040.

Property Address:
1817 N. 11th Street, Sheboygan WI 53081

Legal Description:
Lot 56, Block 2, Assessment Subdivision No. 11 to the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	979
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$761.18
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281704330

Owner(s) of Record:
Darryl Alexander Shumate by virtue of a Quit Claim Deed dated January 12, 2016 and recorded February 1, 2016 at 3:10 p.m. as Document Number 2015786.

Property Address:
2011 N. 11th Street, Sheboygan WI 53081

Legal Description:
Lot Twenty (20), Block Two (2), Assessment Subdivision Number Twelve (12), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	981	980
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$344.00	$1,255.65
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281714000

Owner(s) of Record:
Lyle Klemp III, a single person, by virtue of a Warranty Deed dated August 21, 2014 and recorded August 28, 2014 at 2:38 p.m. as Document Number 1991010.

Property Address:
1340 Logan Avenue, Sheboygan WI 53083

Legal Description:
Lot Eight (8), Block Two (2), Neumeister & Oehler Subdivision to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Lyle Klemp in favor Payday Loan Store of Wisconsin Inc, 566 N. Rolling Meadows Drive, Fond du Lac WI 54937, Sheboygan County Circuit Court Case Number 12SC594, entered March 12, 2012 and docketed March 20, 2012 at 12:59 p.m. in the principal sum of $1,614.09. (no attorney listed)

Judgment executed against Lyle Klemp III in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving TX 75038, Sheboygan County Circuit Court Case Number 12SC916, entered April 16, 2012 and docketed April 20, 2012 at 10:55 a.m. in the principal sum of $1,884.99. (Attorney Adam R. Finkel)

Judgment executed against Lyle Klemp III and Tammy Klemp in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, Sheboygan County Circuit Court Case Number 13SC1144, entered May 6, 2013 and docketed May 17, 2013 at 10:54 a.m. in the principal sum of $213.30. (no attorney listed)

Judgment executed against Lyle N Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR60, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR59, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR58, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR57, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $213.10. (no attorney listed)

Judgment executed against Lyle N. Klemp III in favor of Lisa M. Hocking, 2211 S. 15th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 13SC3310, entered January 20, 2014 and docketed February 27, 2014 at 9:26 a.m. in the principal sum of $6,727.50. (no attorney listed)

Judgment executed against Lyle Norman Klemp III and Tammy Lynn Klemp in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, Sheboygan County Circuit Court Case Number 12SC2384, entered October 1, 2012 and docketed October 10, 2012 at 9:56 a.m. in the principal sum of $193.35. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered January 8, 2015 and docketed January 8, 2015 at 12:44 p.m. in the principal sum of $200.50. (no attorney listed)

Taxes:

Certificate No.:	1012	1011
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$93.84	$1,580.32
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281718350

Owner(s) of Record:
Richard A. Jakum Estate and Darlene M. Jakum by virtue of a Warranty Deed dated July 31, 1997 and recorded August 6, 1997 at 8:50 a.m. in Volume 1518 of Records, Page 733 as Document Number 1482650.

Property Address:
2601 N. 15th Street, Sheboygan WI 53083

Legal Description:
Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3), Edwin Schaetzer's Subdivision to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:

UCC Financing Statement executed by Richard A. Jakum and Darlene M. Jakum, dba Jakum's Hall, to Norwest Bank Wisconsin NA, 636 Wisconsin Avenue, Sheboygan WI 53082, filed January 22, 1999 at 10:09 a.m.as Document Number 00295396.

UCC Financing Statement Amendment recorded December 15, 2003 at 11:48 a.m. as Document Number 1718425.

UCC Financing Statement Continuation recorded November 14, 2003 at 10:19 a.m. as Document Number 1715436.

UCC Financing Statement Amendment recorded February 27, 2004 at 12:33 p.m. as Document Number 1724663.

UCC Financing Statement Continuation recorded August 20, 2008 at 10:14 a.m. as Document Number 1859274.

UCC Financing Statement Amendment recorded August 21, 2008 at 10:17 a.m. as Document Number 1859349.

UCC Financing Statement Continuation recorded July 29, 2013 at 3:31 p.m. as Document Number 1973182.

UCC Financing Statement Continuation recorded on July 26, 2018 at 11:10 a.m. as Document Number 2060127.

Judgments/Liens:
Judgment executed against Richard A. Jakum in favor of Capital One Bank USA NA, 140 E. Shore Drive 12017-0380, Glen Allen VA 23059, Sheboygan County Circuit Court Case Number 13SC2087, entered August 19, 2013 and docketed August 26, 2013 at 2:53 p.m. in the principal sum of $5,932.92. (Attorney Joseph Robert Johnson)

Judgment executed against Richard Jakum and Darlene Jakum in favor of Great Lakes Roofing Corporation, W194N11095 Kleinmann Drive, Germantown WI 53022, Sheboygan County Circuit Court Case Number (no number listed), entered February 28, 2013 and docketed February 28, 2013 at 1:14 p.m. in the principal sum of $570.12. (no attorney listed)

Taxes:

Certificate No.:	1021
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$5,194.84
Date Interest and Penalty Computed:	2/1/2017

Other:
Rental Weatherization Stipulation authorization number S072497.

Ordinance dated September 11, 1998 and recorded October 2, 1998 at 10:05 a.m. in Volume 1609 of Records, Pages 788-789 as Document Number 1519698.

Building setbacks as shown on Plat of Edwin Schaetzer's Subdivision; 5-foot Utility Easement on Lot 6 along the East & South lot lines; 5-foot Utility Easement on Lot 7 along the North and East lot lines; 5-foot Utility Easement on Lot 8 along the East lot line; 5-foot Utility Easement on Lot 9 along the East lot line; 5-foot Utility Easement on Lot 10 along the West lot line; 5-foot Utility Easement on Lot 11 along the West lot line; 5-foot Utility Easement on Lot 12 along the West and North lot lines as set forth in Volume 5 of Plats, Page 65.

Will filed for Richard A. Jakum on March 29, 2019, Sheboygan County Circuit Case Number 19WL94.

PARCEL NO. 59282910190

Owner(s) of Record:
John H. Perronne, a single person (Purchaser), by virtue of a Land Contract executed by Harold E. Perronne Family Trust dated February 20, 1995 (Vendor) dated July 22, 2001 and recorded August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, Page 327 as Document Number 1606672.

Property Address:
411 State Street, Sheboygan Falls WI 53085

Legal Description:
Lots 1 and 2, except the West 19.87 feet of Lot 2, of Block 2 of Federwisch Subdivision to the City of Sheboygan Falls.

Mortgages:
None of Record

Judgments/Liens:
State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW369, Warrant Number 59-11964346, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:20 p.m. in the principal sum of $3,184.55. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945360, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of $2,610.09. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW375, Warrant Number 59-11980338, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of $2,896.57. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW331, Warrant Number 59-11930658, Type of Tax - Sales, entered March 9, 2012 and docketed October 25, 2012 at 7:57 p.m. in the principal sum of $748.28. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW332, Warrant Number 59-11930660, Type of Tax - Sales, entered September 9, 2011 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $691.60. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW333, Warrant Number 59-11930659, Type of Tax - Sales, entered June 7, 2012 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $762.12. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW334, Warrant Number 59-11930657,

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Six, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated February 28, 2020, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on February 28, 2020. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 1, 2020, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 1, 2020, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 28th day of February, 2020.

SHEBOYGAN COUNTY

By: Dianne Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Dianne Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 28th day of February, 2020.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2021

DIANNE HOHENSTERN
NOTARY PUBLIC
STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan WI 53081-3174

II

3.4

R. O. No. 155 - 19 - 20. By FINANCE DIRECTOR. February 17, 2020.

Submitting the Operational and Organizational Assessment report dated February 7, 2020 with regard to the City of Sheboygan Finance and Human Resources Departments which was prepared by CliftonLarsonAllen LLP ("CLA") pursuant to Res. No. 206-18-19 adopted on April 15, 2019.

_____

Finance Director

Finance
Personnel



February 7, 2020

Operational and organizational assessment

CITY OF SHEBOYGAN –

FINANCE & HUMAN RESOURCES DEPARTMENTS

Prepared by:

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CLAconnect.com

February 7, 2020

Mr. Marty Halverson
Finance Director
City of Sheboygan, Wisconsin
828 Center Avenue
Sheboygan, WI 53081

Dear Marty,

On behalf of CliftonLarsonAllen LLP ("CLA") and the members of our client service team, we are pleased to present our report on the Organizational and Operational Assessment performed for the City of Sheboygan, Finance and Human Resources Departments. We have captured observations and developed recommendations that we feel will enhance the organizational structure as well as improve operational effectiveness and efficiency of the departments, including control enhancements, resource optimization, and role modifications/enhancements to ensure appropriate reporting of financial information.

We appreciate this opportunity to serve you. Per CLA leading practices, this report is a draft and will not be considered final until you have had the opportunity to review and provide feedback. Subsequent to your review, we welcome the opportunity for a collaborative discussion in working to a final report.

Sincerely,

Bill Judd

Bill Judd, MBA
Senior Director, Client Services
262-370-4423
bill.judd@CLAconnect.com

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Project Background and Scope

CLA performed an Operational and Organizational Assessment for the City of Sheboygan Finance and Human Resources Departments.

The scope of services encompassed performing an Operational and Organizational Assessment. Specific assessment activities included:

- Review and assess the organization structure and operational practices.
- Review and assess the efficiency of department operations in relation to staffing.
- Review and assess process workflow and process information flow within and outside the Finance and Human Resources Departments.
- Evaluate key processes to determine overall effectiveness and identify risks/controls including Segregation of Duties and Delegation of Authority.
- Review and assess Process Documentation and Policies and Procedures.
- Develop recommendations that will enhance the organizational structure and operations.

In conjunction with the review, interview discussions were held with personnel within Finance, Human Resources and other key stakeholders within the city who interact with those departments.

Substantive testing and detail review procedures were not performed as part of this review. The items identified are based solely on discussions with key stakeholders.

Description of Work Performed

Interviews were conducted with the below indicated personnel. The individuals represented from the Finance, Human Resources Departments and other key stakeholders within the city, which included:

1.	Darrell Hofland	City Administrator
2.	Marty Halverson	Finance Director
3.	Bernard Rammer	Purchasing Agent
4.	Sandy Diener	Accounts Payable Clerk
5.	Doris Ramminger	Accountant
6.	Tou Lee	Accountant – Finance and Human Resources
7.	Stacey Strittmater	Senior Accountant
8.	Laurie Suhrke	Analyst/Auditor
9.	Dawn Repinski	Cashier/ Administrative Assistant
10.	Sandy Rohrick	Human Resources Director
11.	Jenny Lawrence	Benefits Administrator
12.	Sandy Halvorsen	Payroll Administrator
13.	Eric Bushman	Information Technology Director
14.	Bob Bluske	Information Technology Business Analyst
15.	Melissa Ness	Human Resources Generalist
16.	Carrie Arenz	Assistant to the City Administrator

Interview Responses

Discussions were open and candid with the Interviewees. We felt that the interviewee responses were forthright and that responses were neither guarded nor circumspect during the discussions. The goal was to identify trends and themes verses capturing specific statements from individuals.

The interview discussions covered many topics, functions, areas as it concerned or related to the Finance and Human Resources Departments and/or their interactions with such, along with input regarding overall City of Sheboygan observations.

Summary of Observations

CLA identified the following, based on the interview response information obtained and client data supplied. The observations and related opportunities for improvement relate to people, process, and policy. The observations are listed by similar area or type and not in an order of perceived priority and risk.

No substantive testing or independent validation was performed regarding the observations indicated.

Observations - Organizational Assessment:

The organizational assessment included reviewing and assessing the Finance and Human Resources departments' organizational structure and practices in relation to the departments' strategic plans, roles and responsibilities, services provided, staffing levels, and workload. The review and analysis included items such as training, cross-training, succession planning, resource utilization and alignment and role modifications or enhancements.

In general, our assessment brought to light items that exist within the City organizations that may not be optimal but which are not unable to be "fixed/corrected". Some of the observations are systemic of underlying practices that have carried forward for what appears to be a number of years. Addressing the underlying issues along with establishing a plan to work forward on the items addressed within the Finance and Human Resources Departments will help to establish a sustainable, efficient, and growing departmental culture into the future.

Overall:

There appears to be a lack of accountability to the Finance and Human Resources Departments at the city. Departments do not process items timely including approval of employee time for processing by payroll, properly informing Human Resources and payroll of date/time of terminations of employees, dragging their feet on budget preparations, and having a habit of bringing all things "numbers" to the finance department to have it done for them. Employees are not being held responsible for the "numbers" parts of their jobs. The executive management of the City is also not holding the departments accountable for their finances by not requiring a monthly close process and monthly financial generation with accountability of budget to actual. Ultimately, the Common Council is not holding the city employees accountable throughout the year for the financial operations (revenue and expenses) of the city, and an underlying duty of stewarding the tax dollars of the entire community.

Recommendation:
Common Council and executive management need to hold the city employees accountable specifically as it relates to finances. Managers/ supervisors that are getting paid to be the supervisor need to be held responsible for the required duty of approving their employee hours by the processing deadline date. Time and expenses are wasted trying to track down supervisors for approvals creating inefficient and stressed payroll processing which can result in errors. Budgets need to be created timely within the budgeting process. Review and analysis of budget to actual expenses needs to be performed on a systematic basis starting with the distribution/availability of monthly financial reports. Finally, the executive management needs to push for the migration to and use of the integrated MUNIS system from the AS400 system that is still in use after 10 years of the MUNIS system being in place. The desire of the executive management to set the example to the entire organization of a "new decade approach" regarding the fiscally responsible and accountable leadership and management style would be able to be cascaded throughout the City's departments and will result in a much more cohesive and responsive management team and style.

Another planning and management tool that should be more fully utilized is the Strategic Plan for the overall city. The first and current strategic plan is for 2017-2021 and has been updated for 2019-20 goals. Ideally this plan would act as a guide and roadmap to reach the goals that the city establishes. All departments should develop a departmental strategic plan with the roadmap of how their department will work to achieve their goals which allows the city to reach its strategic plans. It was noted that numerous statistical data goals are being established each year and progress/ achievement reported. The development of a strategic plan and the related department strategic plan goals will give the Common Council, management, and employees a resource to look to for guidance in daily operations as well as toward long term goals and achievements. Ongoing reference to and use of the departmental strategic plans will help the City to properly use the strategic plan as the roadmap that it is designed to be to accomplish the overall goals of the City.

Finance Department:

Culture. The culture within the Finance Department reflects the type of leadership and level of direction and accountability that it had experienced for numerous years under previous management.

The previous Finance Director controlled just about every detail and aspect of the city. She prepared and posted all journal entries (with little or no supporting documents), handled all the cash and investment reconciliations, a vast majority of the budgeting process, and typically overtook tasks of her employees versus delegating tasks out to the staff. Many departments looked to the Finance Director to take care of anything and everything, which she did. This created a dependency and lack of ownership within the department itself and the city as a whole. It appears that little or nothing was pushed down or delegated to any of the Finance Department team to process or handle. This micro-managing, controlling management style has resulted in little or no Segregation of Duties, very few written Policies & Procedures, and minimal Delegation of Authority on the ERP system (MUNIS). Additionally, this management style led to accepting the status quo on the tasks that the other Finance Department employees were responsible for and creating an attitude of "someone else will do it, it's not my responsibility" and no drive to go "above and beyond" for any issue.

While new management has been in place for over a year now, the attitude and style of the old management still can be felt in the daily operations of the department. The department lacks a sense of purpose, ability to or willingness to collaborate, a willingness to "step out of the box" and try a new idea, to "take the bull by the horns" and attack a new way of doing something or overcoming an existing issue. The employees appear to like and want changes but they do not know what to do with the opportunities to make changes when given them. They appear to be receptive to certain changes and actually want them but they do not know how to react when given the change due to the years of micro-management and lack of ability to ask questions and receive guidance on those questions. The results are task oriented, specific duty focused employees that work with each other when necessary, but not collaboratively. This is evident in the lack of integrated processes, incomplete technology utilization and collegial integration across the team. References to tasks not being "my job" exist while there is an overriding belief that they are not overwhelmed with daily tasks. Due to this laid back attitude it is hard to determine if there is a true lack of staffing or a lack of staff willing to step up and take on more responsibility and streamline existing work and tasks. Individually, the team appears competent and capable of doing their structured current daily tasks but it is unclear as to if they will be able to step up to move forward to meet the future needs of the city. The new management had success in the hiring of a Senior Accountant, who unfortunately has moved on, but showed that there is a need to have both new and existing employees have a desire to pick up new tasks along with their daily tasks in order for the Finance Department to accomplish its identified "Tasks to Accomplish List". Currently, the tenured management employees have not been pro-active in taking on new tasks "on top of" their existing tasks. While they may be willing to work on a task, it appears that they let their normal tasks slide until the new task is complete. This appears to be more of a mis-prioritization of time and necessary duties than a lack of available time. New management hires have been very pro-active in stepping up to address needs on the task list. Current management may need to attach performance plan goals to the tasks on the task list and stress the "consequences" of not meeting goals. It appears that an incentive for employees to step-up to new expected department strategic plans may need to be put in place to encourage the desired behavior. That incentive for a desired behavior may be that non-achieving of the tasks and goals is not acceptable on a long term basis. Finance management will need to have the executive management team backing and in agreement with any hard line action taken to encourage all employees to actively strive to continuously work towards making the department stronger.

At the present time, there is a clear lack of cohesiveness between the teams, both within the individual departments and the interdepartments of Finance and Human Resources. It appears that some of the divisiveness is perceptions of co-workers not having equal workloads to accomplish and being at different pay grades due to length of time with the organization, not necessarily type of position or job performance. There also appears to be personality conflicts that then result. Perhaps some ways to help to mitigate these conflicts is to do a couple of fun team building activities (a community project like adopt a family or child for a holiday, a white elephant gift exchange for the holiday, a sports team themed day, or a themed food day), offering options for training / cross-training (give options for things that interest them to cross-train in as long as there is not a Segregation of Duties issue and offer general excel and word class training), work with Human Resources to aggressively attack the item noted within this report regarding standardizing job descriptions and pay rate-salary levels analysis working towards less emotionally charged titles and pay ranges. We received the following quote during interviews, "We could be a really good team...we could...but too much animosity."

Ultimately, the Finance Department will need to be structured with people capable and willing to advance forward with learning new technologies and methods of accomplishing the work that needs to be done. Six full time employees within this area along with the part-time purchasing officer should be able to operate the city's Finance Department in an efficient and non-overburdened manner if all the employees are carrying fairly equal work loads. For those employees that do not want to address and embrace the needed changes, they may need to simply be terminated or offered early retirement, if eligible.

Recommendation:
The finance team needs to be incentivized to step-up to the new expectations of the department and its "Tasks to Accomplish List" and departmental strategic goals. Management may need to attach specific goals and due dates to employee performance review plans. The consequences and outcome of not achieving the goals should be clearly defined and stressed. Management will need to have the backing of executive management with any hard line action that may have to be taken in an effort to strengthen the overall department.

The finance team would be stronger if they worked together as a cohesive group toward their department goals. While each person has specific job responsibilities and duties, the group appears to function in silos and not as a collaborative group. Management should strive to build stronger relationships by scheduling periodic department events that require the individuals to get to know each other in roles outside of the job position duties they perform. External team building exercises/activities, a group activity to help a specific community cause, or a "department food day theme" are ways to promote the learning of the employee as a whole and creates bonding that may not be able to be established during a routine work day environment. When employees get to know each other in a non-work environment, a more cohesive and collaborative work relationship can begin to grow and positively affect the daily office atmosphere.

Human Resources Department:

Culture. The culture within the Human Resources Department reflects the level of leadership and direction and accountability it has received. The team lacks the alignment of purpose and collaboration that it appears capable of receiving. The result is professional silos that work with each other when necessary, but not collaboratively. This is evident in the lack of integrated processes, incomplete technology utilization and collegial integration across the team. References to tasks not being "my job" exist while there is an overriding belief that they are overwhelmed with tasks and lack adequate staffing resources. Individually, the team appears competent and capable of meeting the needs of the city – yet lack the leadership to galvanize it as a resource. Several processes are in development, yet there does not appear to be an overriding urgency to their development and as a result, they evolve as time allows. The current large cubicle area of the department does not allow for any level of privacy or noise reduction. This is leading to unnecessary distractions and inefficiencies.



Recommendation:
The team needs sound, present, ongoing leadership. Individuals need clarity around where and how they should focus their efforts with the expectation that regular intra- and inter-departmental collaboration is a non-negotiable.

The team needs to be challenged to "raise their game" and take the initiative that aligns with their collective and individual experience. Individual meetings should be used to engage incumbents on the near-term priorities and mid-term focus areas that will contribute to the success of both themselves personally and others relying on them.

The physical layout of the room should include the use of some form of room dividers or slightly higher cubicle divider walls to help eliminate the noise distractions.

Operational Assessment:

The operational assessment included reviewing and assessing efficiency of the Finance and Human Resources Departments' operations in relation to staffing, staff competencies, training needs, schedules and productivity. Department process documentation, policies and procedures, key system capabilities, efficiency of flow and analysis, and cross-departmental collaboration are activities that were considered, reviewed, and analyzed during the assessment.

During the assessment, it was noted that the City has had some recent operational "wins" including:

- 2019 marked the first year using the budgeting system with MUNIS. It worked great despite the first year learning curve issues that were encountered. Management is optimistic that the process should be better for the 2020 budget process.
- Budgeting Position Control was implemented during the 2019 budgeting process and it was reported to have "helped a lot".
- Employees are allowed and have been attending training and conferences related to their areas of work with proper request documentation and available budget funds.
- There has been collaboration with other municipalities that use the same software programs. The Human Resources Department has been working with Sheboygan County on NEOGOV software. The Finance and Human Resources Departments have been contacting and working with other municipalities that use the same MUNIS software and collaborating with current and former employees of other municipalities that have experience with the software for troubleshooting and general operational improvements or sharing of ideas.
- The City of Sheboygan and Sheboygan County have collaborated and share the Purchasing Agent employee. This allows both entities to have cost savings and work collaboratively on pricing strategies and discounts/rebates/gross purchase sales deals offered by vendors. Only one other county sharing of a purchasing agent in Wisconsin is known.
- Use of the State of Wisconsin "used good disposal" site for the disposal of the City's fixed assets. The on-line auction site, which removes the tax reporting and other obstacles of disposing of assets, makes more money on the surplus or disposal of items than has ever been received before.

The existence of the operational "wins" in the recent past will help the City to embrace the following items which may not be operating as effectively or efficiently as would be beneficial for the City. These observations are not in a specific priority, rather they are grouped by similar topic to aid in looking at an entire area and addressing the needs found.

Information Technology and Systems

ITS-1. ERP (MUNIS) System:

The current ERP system, MUNIS, is not meeting all the current needs of the city. The system was implemented ten years ago however, not all of the modules that were purchased with the system have been brought on board and used on an on-going basis. Some modules were initially implemented and tested but never actually used. Certain processes are still being run on the old AS400 system which is still in use and maintained. The continued operation of two systems by the city is inefficient from both a time and expense viewpoint.

Recommendation:
The City needs to perform a detailed analysis of what needs to be done to migrate the remaining AS400 systems off that platform and onto MUNIS or a separate integrated software. It appears that as few as 5 -10 processes are on still on the AS400. The migration plan should be strategized in order to be off the old system in less than 3 years, preferably 1-2 years. Processes that can migrate directly onto MUNIS modules that are currently owned should be addressed first. Processes for which MUNIS has a system which may not have been purchased should be reviewed for pricing and functionality. If outside software needs to be obtained to cover shortfalls in the MUNIS functionality, third party vendors should be discussed in order to maximize use of a vendor software to its fullest capacity and covering as many system needs of the City as possible. The City should strive to maintain a low amount of external software integrations into the MUNIS system to create on-going efficiencies related to system upgrades and integration changes. Leading practices would be to create a cross-organizational project "AS400 Sunset" team that can work collaboratively to determine and meet the needs of the users and the City. This project team would be responsible for the analysis, timelines, prioritization and overall assessment of the progress of the various integrations off and sunset of the AS400.

Additionally, the impending retirement of the current Information Technology personnel that know both AS400 and MUNIS creates an urgency that needs to be considered in the migration process. The ability to find capable AS400 programmers is becoming harder as those programmers are no longer in the work force.

ITS-2. MUNIS System for Human Resources:

The MUNIS system has the capabilities to flow Human Resources data to the payroll area when the systems are properly interfaced and the data is properly entered into Human Resources module. Currently, the information does not flow smoothly between the different working module areas of the software.

It was also noted that while certain parts of the Human Resources module within MUNIS is being used, there are many more "modules/facets" which could be used which would move items from paper to electronic formats creating efficiencies.

Recommendation:
It is suggested that the Human Resources department, Information Technology Department and MUNIS work to properly interface data so that it flows to all the proper areas where it needs to reside. Proper implementation and routing of system data to other modules saves time, creates efficiencies, and reduces manual re-keying errors. The full HR MUNIS offering should be discussed during this process in order to evaluate additional "facets" of the system that the City has and owns but which has not yet been brought on-line. Continued implementation of other modules creates further savings and robust use of items that exist in the system to help the user obtain an integrated efficient system and work environment.

ITS-3. MUNIS Customer Service:

MUNIS is reported to have a good Customer Support Center that is available to all city MUNIS users as part of the City's contract.

Recommendation:
The MUNIS customer support contact information should be shared with employees and available on any internal portal or help desk. Employees should be encouraged to call the MUNIS help desk at the start of a problem as the first step versus immediately involving the Information Technology department. In many cases the MUNIS customer support can handle the issue. When customer support is contacted and able to quickly assess and mitigate issues that occur, the user is more efficient in their activities and the Information Technology personnel are not interrupted which creates more efficient performance of their duties since not involved in the minor issues.

ITS-4. Information Technology Department:

It was noted that in many instances, the Information Technology Department is not being brought into discussions involving system process changes or issues at the beginning of discussions. Not including the Information Technology Department in system related issues can be inefficient from a cost/expense and time management viewpoint.

Recommendation:
Integrated systems require on-going collaboration and inclusion of all vested parties in order to create optimal process improvement. The Information Technology Department should be one of the first departments contacted in almost all instances where processes or change with any system is involved. It is recommended to improve the planning process to insure that all key stakeholders are invited early into planning processes. Perhaps a MUNIS team leaders group, which includes key "super-user" representatives of the various systems could be put in place to be the first step in system or process change discussions.

ITS-5. MUNIS Workflows:

The Finance and Human Resources Departments should work with the Information Technology Department to create as much system workflow as can be allowed both intra-and inter- departmental

within the system. These workflows should not be allowed to be circumvented due to lack of accountability or poor planning by those within the workflow. Workflows that have been put in place are frequently circumvented or simply not used even after training on how to use the workflow has occurred. This blatant disregard for job duties should not be tolerated since it creates numerous inefficiencies and subsequently frustration, wasted time, and resentment within those having to incur extra work as the result.

Recommendation:
City executive management need to be made aware of instances where system processes and procedures were blatantly disregarded and the consequences that ensued for other workers as a result of the in-process procedural controls. If the same individuals are circumventing the controls, the City executive management needs to have a discussion with the individual(s) stressing the importance of all employees performing and being held accountable to the work required within their job. It should be stressed that continued disregard for processes and procedures in place will result in termination. If this is the case, there may come a time when the unpleasant task may need to take place and the example set for the expectation to follow the processes that have been developed.

Accounts Payable

AP-1. Purchase Order (PO) Process/Spend Approval:

There is a policy in place that requires a purchase order for items over $850. It was noted by various employees that the purchase orders are not being properly created and approved prior to the actual purchase of the goods/service. It was noted that most purchase orders are created after the actual invoice has been received.

Without pre-approval for purchases, employees may commit City funds inappropriately which may not be in line with the budget, strategic plan, or mission of the City. In the event of unauthorized spend the City may have limited recourse as the approval occurs after the funds have been committed and goods or services received.

In addition, the monetary limits for approval requirements are not all in written format but reside with the Accounts Payable (AP) clerk's expert knowledge. The risk is that if the accounts payable clerk was not available, the knowledge would not be retained by the Organization and the approval requirements not enforced. The risk is that City funds could be spent inappropriately and not easily detected.

Recommendation:
Approval
A monetary authorization policy/matrix should be created and stored on a central repository that all employees have access to. This policy would define who must approve certain types of expenses and dollar amounts of spend. It would also define delegation procedures in the event the approver was unavailable or out of the office.

Use of Purchase Orders (PO's)
The City should implement/enforce the use of a purchase order system for creating front-end approval, which takes place prior to committing the City's funds. A policy should be created to

outline when the use of a purchase order is required versus a back-end invoice approval. If the invoice matches the purchase order and delivery confirmation (2 or 3-way match) then no further approval at the invoice level would be necessary. Acceptable tolerances on price and quantity variances will need to be defined and when a 2-way or 3-way match is required prior to payment.

AP-2. Accounts Payable Approvals:

The Senior Accountant position has a large majority of the final payment approval of the Accounts Payable check payments. While this process is not inherently incorrect, stronger controls and best practices would require large dollar items to have upper management approval prior to release of funds.

Recommendation:

The processing of payments to vendors needs to have various approvals in place for internal control and fraud prevention. Invoices should be signed off by the respective department and level or approver as authorized in a "Payment Approval Policy". Once approved, the invoice can be entered into the system (or entered into the system and routed via an established approval workflow) to the accounts payable payment area. The accounts payable payment process should include a pre-cursor review that all required data is included and accurate. Once complete, the actual payment may be generated. The payment should be approved by a Finance Department personnel prior to release of the payment. For control purposes, large dollar threshold items (determine a limit, perhaps $10,000) should include a second approval by either the Director of Finance or the City Administrator. Inclusion of various approvers in the process creates better internal controls, increases fraud prevention, and proper delegation of authority within the organization.

AP-3. Accounts Payable Decentralization:

In 2019, the City moved from a Finance Department centralized accounts payable methodology to a decentralized methodology where invoices are entered into the system by each city department. While the decentralized methodology may result in less data entry in the finance accounts payable area, the decentralized methodology should be reviewed to determine if the desired results of less errors and fewer "rush" payments have resulted.

Recommendation:

The processing of invoices within an accounts payable system have been moving to a centralized accounts payable process for payments and a decentralized process relating to department purchase orders, PO approvals, and invoice approvals. A decentralized payment process of invoices results in a largely increased number of "payment process experts" in the system. With the increase of "input" employees, more time may be spent in the final review within the finance area related to account string and department approval. The decentralized nature requires more training time for more employees and a higher amount of re-training as employees in the departments change. A review of the decentralized methodology is recommended and if not creating efficiencies and fewer "rush" payments, the continuation of the decentralized should be discussed and potentially reversed back to a centralized processing.

AP-4. Accounts Payable – Pro-rating of Invoice charges:

It was noted that delays and confusion result from the pro-rating of charges on an invoice prior to final receipt of all items ordered.

Recommendation:
Invoices from vendors should be properly verified for actual receipt of the goods and services order via a shipping/receiving receipt. Any shortages and backorders of items should be properly documented on the receiving receipt. If invoices have orders from numerous departments, care should be made when entering and assigning the purchases to the account string in the system. If a large quantity of a product is entered and then allocated out to numerous other departments, leading practices would have the entire receipt and payment of the product into a single department. A subsequent allocation of the pro-rated amount to other departments can occur as the goods are physically allocated via a journal entry. Post receipt allocation of items aids in more efficient processing of the invoices and less confusion and timelier processing of individual invoice line items, specifically if a backorder of the original purchase occurs.

AP-5. Accounts Payable Vendor Approval:

While some procedures occur when it comes to new vendors in the accounts payable area, it appears that they may not always be fully followed or carried out on every new vendor. It is also not known if the new vendors are reviewed on a consistent basis by the appropriate level of management.

Recommendation:
There should be a formal written procedure regarding the steps to accept and enter a new vendor into the system. This procedure should include as a final step, a documented approval of new vendors by the Finance Director on a regular basis, either with each check run, weekly, or monthly. The approved new vendor list with name and Employer Identification Number (EIN #) should be maintained by the approver for use in the audit and per the document retention schedule in place.

AP-6. Accounts Payable Vendor and Group Consortium Lists:

The City has various discount and group purchase agreements available to them. These lists do not really exist outside of the Finance area and the ability to take full advantage of the offerings is not always known by employees.

Recommendation:
The Purchasing and Accounts Payable Department personnel should work together to create a list of all vendors used in the last 12-18 months which have a discount for municipalities or are in the municipality's group consortium pricing lists. This list should then be shared with all departments and existing managers and kept in a shared policy and procedures area. The Human Resources Department could include this list as part of the on-boarding of new employee process, especially to new managers.

AP-7. Vendor Open Accounts charge details:

The City has open charge accounts at a few local businesses where employees can charge purchases and the vendor bills the City on a regular basis (i.e. weekly, monthly). While this arrangement may be a time

savings for the City employee on the front end, time is wasted each billing cycle when accounts payable tries to match up charges to the departments. It is also unclear whether the original receipts of the purchases are properly submitted for attachment to the original vendor invoice.

Recommendation:
The City could reduce accounts payable processing time by closing the "open accounts" at stores such as Menards and Home Depot and require the purchases to be made on the already issued department P-cards. This would reduce the time spent trying to allocate the monthly "open account" charges to the appropriate department, time spent during the cycle on the original receipt collection, and the potential of employee fraud on purchases that may not be for City purposes.

AP-8. Fleet Gas Card with Kwik Trip:

The City's fleet gas card with Kwik Trip allows for quick and efficient gas purchases for city vehicles as well as a streamlined billing process. The City is given an invoice (an electronic invoice is available) to streamline the process. The City requires the original purchase receipts to be submitted for all purchases prior to payment. This requirement may delay payment and has the potential to create ill-will with the employees when an original receipt is unavailable.

Recommendation:
The fleet gas card process that Kwik Trip has instituted allows for efficient streamlining of invoicing and payment for both Kwik Trip and the City. The gas card is only allowed to purchase gas for the city vehicles and lists the details of each purchase by card number, date, and amount. The City's requirement of submission of all the original receipts may be excessive and an inefficient use of employee time. It would be suggested to verify if there appears to be any abuse of the gas card occurring. If no abuse has been noted, it would be suggested to still require the original receipts to be collected and turned in but grant the occasional "missing receipt" unless a pattern develops. It would be recommended to put a "monthly spot check" in place and rotate this among the cards used. The cost/benefit of time to track down the original receipts when the system appears to work correctly and efficiently without abuse most of the time creates an inefficient process around an efficient streamlined method put in place by the vendor.

AP-9. Utility Billings and Payments:

The City currently receives numerous monthly utility invoices in paper form from its vendors (Alliant Energy ~260, AT&T, and others). The receipt of the quantity of paper invoices creates an inefficient use of the cashier's time to open, record, and process into the system. Additionally, each approval of the monthly bills occurs as well as the physical payment (note – all the month's invoices can be included on one check, but the matching and attaching of the physical invoices to the payment is also time consuming.

Recommendation:
The City should contact the vendors, specifically Alliant Energy, and work to out a way to receive the monthly invoices via an electronic format that can be uploaded into the MUNIS system. An electronic file, which lists all ~ 260 invoices, could then be easily viewed, approved, and loaded in the system for processing, and finally attached to the check payment. Numerous hours of

manual work could be eliminated and result in savings for both Alliant Energy (no printing and mailing of ~260 monthly invoices) and handling and processing at the City. A simple excel file of the data extracted from their system could be manipulated to the proper format for uploading into MUNIS. This electronic process would takes minutes once the initial files are properly formatted, tested, and approved saving numerous hours of clerical work on a monthly basis.

Update since Initial Assessment:
The City had been working with Aliant Energy to find a more efficient method to the ~ 260 invoices it was receiving monthly. The vendor was not able to send an electronic file so the City worked with the vendor to consolidate the numerous invoices into "Summary Billing". This step was done on Aliant's end and it took them several months to get this accomplished, but as of December the City has begun to receive "Summary Billing" from Aliant Energy with the invoices grouped by department, or cost center, so as to minimize the time spent by City staff coding and data entering the individual billings.

AP-10. Purchasing Credit Card (PCARD):

The City has a P-card program with / through a local bank. It was noted that the State of WI has a P-card program that is used by many governmental bodies. It is unclear if the P-card programs have been compared to verify which vendor has the best card processing capabilities, file uploads, billing, on-line processing detail allocating, and rebates on volume purchases.

Recommendation:
The current P-card contract should be reviewed and analyzed. This analysis should be compared to the options available under the State of WI P-card program. All aspects of the program should be reviewed including on-line access and volume rebate offerings, and the City's ability to optimize restrictions of use. The City can then make an informed decision as to which program would be more advantageous when the next contract renewal opportunity arrives.

Cash and Bank Accounts

CBA-1. Cash Handling:

The City does have cash handling transactions that occur, mainly at the cashier counter/desk within the Finance area. This counter area is open to the public during normal business hours. The cash is received at the counter and not in a lockbox. The cash drawer in the cashier's desk is not locked. The new open counter concept for the cashier provides little security of the funds. Without proper safeguards around cash, misappropriation, theft, and fraud is difficult to detect.

Recommendation:
Implement appropriate cash handling controls to deter misappropriation of cash and instances of theft or fraud. These controls would include making sure that a detailed receipt of the cash transaction is created when the cash is received. The cash should then be put in a locked drawer and the key should remain on the cashier person, not left in the lock, on a key chain on the desk, or in a drawer. A bank deposit should be created for all the cash received each day

and put in the sealed bank deposit bag and deposited daily (this will help with the bank reconciliations). All of the cash that remains at the end of a day should be properly stored in the vault and access to the vault and cash storage area of the vault should be limited to specific employees.

CBA-2. Bank Reconciliations:

It was noted that the main cash account had not yet been reconciled since the fiscal year end audit. Bank reconciliations are prepared manually and are time consuming to prepare due to the current system limitations and the structure of the cash accounts and general ledger. While portions of the account were being monitored and reconciled on a daily and weekly basis, the entire cash account reconciliation is extremely cumbersome and had not yet been completed for almost nine months. Bank reconciliations can be streamlined and efficiencies gained by automating the matching of bank transactions in reconciliations. Bank reconciliations are time sensitive and should be performed prior to month-end close to ensure that cash is reported accurately. This can be challenging if the bank reconciliation is a time consuming manual process. Unreconciled cash accounts can result in fraud being undetected for a long period of time.

Recommendation:
Research and implement a tool to automate the bank reconciliation process. There are several third party programs that facilitate the reconciliation process and include automated matching, workflow and electronic approvals. If an additional system is not feasible, weekly on-going reconciling activities can be performed (such as deposits, wires, and ACH activity – it was noted that some of this is already occurring) so that not all the reconciling needs to be done after the end of the month. Electronic features that are available in the MUNIS system and within current bank processes including paying via ACH files and using the bank positive pay features related to physical checks may help streamline the payments side of the reconciliation. If timely bank account reconciliations are not performed, the city is financially responsible for any fraudulent presentment of checks for payment. Positive Pay eliminates fraudulent checks being presented on the bank by an outside party.

It was also noted that numerous types of transactions are all run through the same bank operating account. It would be suggested that the City review the different unique types of cash and investment activities and work with the bank to establish separate accounts and move funds accordingly based on "purpose" or other restrictions. Some of the accounts might be best established as "zero balance" accounts where the funds pull to the accounts from the main account each day to pay the activity that hit the account. Separate accounts for specific types of cash would help to relieve the cumbersome reconciliation of the main bank account.

CBA-3. Electronic Access to Cash Accounts:

It was noted that on-line cash movement at the bank can occur with only one employee approval. Lack of dual approval for on-line cash activity can result in fraudulent activity.

Recommendation:
Leading practices regarding the movement of cash is to have dual approvers to electronically move any cash for fraud and internal control purposes. The City should talk with their bank to upgrade the electronic processes from single to dual approvers.

CBA-4. Electronic Automated Clearing House (ACH) Payments:

Automated Clearing House (ACH) payments are not used as a standard feature of the check processing functions within the Accounts Payable Department at the City. The MUNIS system is capable of paying vendors via ACH versus manual checks. ACH payments are made on occasion via the features on the bank on-line banking site instead of the more expensive wire transfer when available. ACH payments can streamline the payable process, reduce expenses, and create efficiencies and enhanced controls over payments.

Recommendation:
Discuss with the City's bank the file format to initiate ACH Electronic payments to vendors where appropriate. Collaborate between MUNIS, the bank, and the City's Information Technology Department personnel to establish the required file formatting and procedures for paying vendors via ACH. Create a Vendor ACH Data Inquiry form and mail it to vendors and requesting they return it with the required information to establish the ACH process directly to their account. Proper use of ACH payments along with consistently using a standard payment timeframe such as "net 30", would allow the city to take advantage of short-term cash investment opportunities and improved cash flow overall. The use of ACH payments also reduces expense of check stock, MICR toner, wear and tear on printer, time to stuff envelopes, envelope cost, postage, and handling by mailroom personnel.

CBA-5. Bank Cash Protection Processes:

It appears that the City may not be using available bank processes that help to protect accounts from fraud including Positive Pay, ACH electronic payments, Remote Deposit, and Cash Lockbox.

Recommendation:
Cash and cash equivalents are an easy target for fraud and improper activity to occur. Most banks now offer a variety of "protection" features on accounts to help to mitigate improper activity. The use of the ACH payments and Positive Pay of vendor payments is available and helps to prevent fraudulent submissions of checks for payment. It appears that MUNIS is capable of creating the files necessary to use these features. Additionally, use of a cash lockbox would better protect cash received and an on-site remote deposit terminal would reduce the trips to the bank with physical checks while achieving a faster cash flow of the payment.

GENERAL ACCOUNTING AND TAX BILLINGS

GA-1. Monthly Financials / Month End Close:

The City Finance Department currently does not perform any standard month end close process nor report the actual financial status to executive management or the Common Council on a monthly or quarterly basis. The annual audit is performed and the financial status is shared via the Comprehensive Annual Financial Report (CAFR) after completed but no updates on actual expenses to budget are performed or discussed throughout the fiscal year.

Recommendation:
Periodic financials (monthly/quarterly) allow management and the Common Council to assess how the City is performing against their budget and allows management to make decisions to

bring spending back in line with the budget if it is going astray. Periodic financials would also allow for strategic adjustments to be made to the on-going operations of the City in order to make or surpass and achieve budget goals.

Periodic financials also require management to identify standard entries required to accrue for obligations on an on-going basis. If this is only performed annually, it increases the potential for those manual entries to be overlooked and missed resulting in financial statements that may be misstated. The Finance Department should begin to prepare financial statements at least quarterly and preferably monthly. These reports should be shared with department managers and the managers should be held accountable as to where the department is in relationship to their budget. Analysis should also be done on a monthly and year-to-date view to account for the various cyclical nature of aspects of the city's operations (i.e. receipt of property tax dollars). The Common Council should develop a plan that includes the financial data accountability to be included within the monthly strategic statistical goals that are already being measured. Having the Common Council stress the importance of the financial status of the organization will create a means of accountability that can be used to more efficiently operate all aspects of the organization.

GA-2. Chart of Accounts ("COA"):

The current chart of accounts contains some repetition and omissions that have created inefficiencies when coding expenditures. If you encompass "Funds" under the chart of accounts category for the general ledger structure, additional complexities and efficiencies exist in the redundant use of funds. Overall the chart of accounts general ledger structure is in need of review and potential modifications to create better clarity and operational efficiency.

It appears that new accounts are set-up within the general ledger chart of accounts typically by one person. An individual designee is not an issue; however, there appears to not be any review or approval of new accounts by any other employee.

Recommendation:
The chart of accounts is an integral part of an efficient accounting system. The nature of fund accounting adds complexity to a chart of accounts however, a dynamic chart of accounts within an ERP system can help to streamline daily processes and reporting requirements for the City. It is recommended to review the existing chart of accounts and add/inactivate the funds and accounts as needed in order to improve efficiencies.

Leading practice would have any new account within the ledger reviewed and approved by someone other than the initiator, and preferably a member of the finance management team. This will help to insure that all new accounts are necessary, are not duplicative of existing accounts, and are properly routed for reporting. The review procedure also helps to mitigate potential improper fraudulent activity that could be routed through improper accounts.

GA-3. Account Reconciliations:

There does not appear to be clear accountability as to who is responsible for preparing and approving the Statement of Financial Positions account reconciliations and by what due date. Furthermore, there is no defined process over preparation of the account reconciliations. Account reconciliations are a key

control to ensure accurate financial reporting and without a consistent and timely process to reconcile the accounts, the accuracy of financial reporting may be impaired.

Recommendation:
Define a policy with clear ownership of who is responsible to prepare and review the account reconciliations and the dates they are due. A consistent format and process should be applied when preparing the reconciliations and the timing of the reconciliations should be determined based on risk and materiality of accounts. At a minimum, they should be performed quarterly.

GA-4. Journal Entry Approval:

All journal entries should be reviewed and approved prior to the entry of the journal into the system. It appears that an approval system was in place for the journal entries of the Senior Accountant and those positions below the Senior Accountant. It was unclear as to if the journal entries of the Finance Director were approved.

Recommendation:
The entry and approval of journal entries in the system should not be done by the same person for proper internal control. If entries are not reviewed/approved by a second person, improper movement of funds and fraudulent activities could be occurring. If the issue exists only on the Director of Finance entries, then establish a procedure that the Senior Accountant or Deputy Assistant to the Finance Director or the City Administrator are required to approve the journal entries of the Director of Finance.

GA-5. Segregation of Duties Review:

Segregation of Duties analysis is not performed on a regular basis to ensure there are no responsibility or system conflicts of interest where an employee has ability to record, monitor, and safeguard assets of the City. When a segregation of duties conflict exists, there is a greater risk that City assets could be misappropriated without timely detection due to lack of oversight and employees having too much control over an area.

Recommendation:
The City should periodically, at least annually, verify that a proper segregation of duties exists and limit system rights to duties necessary to perform job functions. If proper segregation of duties cannot be achieved due to limited personnel, then appropriate monitoring and mitigating controls including requiring managers to periodically review financial information should be put in place to ensure timely detection of any inappropriate action.

GA-6. Policies and Procedures:

The City does not have documented formalized policies in a consistent format for all critical functions and stored in a central repository that is easy to access by all employees. This may allow key functions to be improperly performed, unintentionally overlooked, or ineffective, since personnel may be relying upon informal procedural information that is passed down from one employee to another and may be out-of-date or incorrect. Not having written policies that are easily accessible to employees may impact the ability to properly train employees and employee's ability to properly execute critical functions of the City.



Policies within Finance and Human Resources were virtually non-existent prior to June 2019. Procedures existed for various employee activities but are not consistently prepared for every function, are not always kept up to date, and reviews are inconsistently performed. Furthermore, there is no central repository that contains all policies and procedures that is easily accessible by all employees.

Recommendation:
Existing policies and procedures should be reviewed to ensure they are still current. If not, then the policies and procedures need to be brought current and they need to be reviewed on a cycle basis - annually or as needed. The policies should contain a "Last Reviewed / Revised Date" and "Supersedes" within its formatting. Written policies should be created for all key functions of the City, Finance and Human Resources Departments where they are deficient. Search on-line for policies and procedures and use these as templates to change and update to fit the specific steps and tasks of the City. The use of established templates reduces the overwhelming nature of the project. Contact other Wisconsin municipalities that use the same systems to request a copy of their policies and procedures. Task each employee with documenting all aspects of their specific jobs (as part of goals and with a due date). Every position within the departments should have clearly defined responsibilities and procedures.

The policies should be stored in a central repository that is easily accessible and communicated to all employees. Policies that are defined by the City must be followed on a consistent basis to comply with federal grant guidelines.

In addition to the policies and procedures being stored in a central repository, all City Ordinances should also be housed within a section of the centralized repository. Every department affected by an Ordinance should be made aware of the Ordinance when passed through formal communication channels.

GA-7. Grant Funding - Accounting and Reporting:

The City receives various federal and state grant dollars. These funding sources require a need for structure of who is responsible for the grant dollars and reporting and proper policies and procedures around both the grant funding as well as general operations of the organization. It was noted that a grant check was received in the name of an employee and not with the "City of Sheboygan" as the payee.

Recommendation:
All grants, federal and state, should be coordinated and grant requests should be approved by the Finance Director or his designee. Establishing a specific grant coordinator will help to insure that grants are made to appropriate legal entities, that the grant terms are being followed, and reporting requirements are being met. Misappropriation of grant funding can result in the revocation of grant funds in the future as well as penalties and fines related to the misappropriation being levied.

GA-8. Cell Phone Expenses:

The City supplies cell phones via a City plan and also has a Bring Your Own Device (BYOD) policy regarding cell phones. Perhaps the supplying of cell phones should be reviewed for relevancy and, if possible, reduce the amount of City supplied phones to a bare minimum and require BYOD as much as possible.

Recommendation:
Many organizations are no longer supplying cell phones to employees or supplying a very limited number. It is recommended that the City review their policy and perhaps survey other peer municipalities, to determine the common practice for number of phones and positions which have a supplied cell phone. Generally, cell phones should only be issued, or reimbursed, for those employees who are required to respond after work hours.

GA-9. Special Tax Assessments Reviews:

The Finance Department is responsible for the processing of all City Special Assessments that have been approved. It appears that no assessments are entered into the AS400 system without proper approval. However, it appears that no one is reviewing the special assessment tax bills prior to the bills being released which could result in incorrect assessments being mailed creating re-work, additional unexpected expenses, and loss of community trust of the city's ability to competently process and run the organization.

Recommendation:
Special Assessments should be reviewed for accuracy by the Finance Director or his designate prior to the Special Assessment bills being released. They should document their review and approval.

GA-10. Delinquent Tax Bills:

Currently, little to no follow-up is being performed and no specific forwarding of delinquent Special Assessment tax bills to the property tax rolls or into any third party collection mechanism. Lack of follow-up on delinquent payments results in a loss of revenue to the City and ultimately may create budget shortfalls.

It was also noted that Delinquent Tax Bills have not been written off the books due to not filing specifically with the state because of a mismatch between the AS400 system that houses the Special Assessment software and the MUNIS system.

Recommendation:
Follow-up on receivables needs to occur for proper stewarding of patrons' tax money. The person responsible for billing the special assessments should be noting receipt of payment and following-up with calls to those who have not paid their assessment. Continued delinquency may result in the special assessment being included on property tax rolls or being forwarded to a third party collections company. Perhaps involve the Office of City Clerk or the Office of City Attorney to research the legal special assessment collection methods and help to implement those allowed methods via written legal letters to the delinquent parties.

The mis-match between the AS400 and MUNIS systems is yet another example of the need to fully sunset the AS400 system and run all City processes within the integrated MUNIS system. See "ITS-1 – ERP (MUNIS) System" above.

Employee / Employment

EE-1. Employee Training:

Training of employees, both internal training and external training, has been neglected for many years. While some system specific training has been received by some of the Finance and Human Resources Department employees, there has been a lack in overall training in general workplace electronic systems and Finance Department specific systems. As a result, the current employees, especially those that have a longer tenure at the City, are not up-to-date on the numerous changes within the standard suites of office products generally used. This results in employees who are inadequately trained or equipped with the system knowledge needed to do their job efficiently leading to unproductive time spent and employee morale issues.

Recommendation:

Training of employees is an effective way to demonstrate appreciation to employees as well as increase their productivity, efficiency, and morale. It symbolizes that you value the employee, their contribution, and continued growth in abilities. The City should make an effort to budget for external training for employees especially as it relates to use of software systems necessary to execute the employee's job. Also, a search for low cost options such as on-line classes or local community or technical school continuing education classes for general office system products (such as Microsoft excel and word classes) would be advantageous. There may be opportunity to bring an outside professional on-site to train a group of City employees at a low cost. This may also be discussed with the local school system to see if they would host a class within their classroom on a day or evening when school is not in session.

If not currently in place, Human Resources should also implement formal employee on-boarding training to ensure new employees are equipped to do their jobs effectively. The training should be initiated by the Human Resources Department related to general Employee Handbook and benefit issues/topics. Additionally, the on-boarding should include discussions and processes within key areas of the city including information technology, finance, payroll, key management personnel, organizational charts of the executive level and the employee's department, and the mission and vision of the city. Exposure to these areas will help to engage the new employee into the day-to-day ongoing operations at a faster pace resulting in higher productivity and results.

EE-2. Employee Competency and Skills:

It appears that the city may have employees who are lacking in the skills and competency to perform beyond their current level. This lack may result in not being able to take on additional duties as assigned or being able to perform their current duties in a more efficient and effective manner. Lack of ability to expand duties and roles may result in low employee productivity and general lowering of department morale as other employees continue to accept more responsibilities creating the perception of inequity and disgruntled actions between co-workers.

Recommendation:

The City and Human Resources Department may want to look into a skills assessment tool or on-line analysis program that could be given to the employees. Results from an assessment tool could be used in employee goal planning or personnel improvement plan. Additionally, the

results could provide insight on the general training needed by the employees in common office systems such as excel and word. Typically, an on-site training could be done and offered at both a "beginner" and "intermediate" level to address the employees varying skill levels. Perhaps look into local or on-line offerings of training classes or refresher or continuing education courses by local groups or UW system campuses or area high schools. See "EE-1 - Employee Training" section within this report.

EE-3. Performance Monitoring and Development Plans:

Performance reviews were conducted, however performance improvement plans were not always developed for employees under past management. It was also noted that increases in pay had been given despite the lack of a performance evaluation. The lack of regular performance setting and review can lead to employee morale issues and sub-performing employees. The giving of raises without documented performance results can lead to apathy within job positions and an attitude of "why go the extra mile" if I receive the increased pay without having to go above and beyond.

Recommendation:
Performance evaluations are helpful and essential to both the employee and the employer. They establish expected job performance and result in a way to measure if the employee is performing at the level needed or desired. Performance evaluations should be used as documentation behind pay increases or as evidence and grounds for termination for lack of performance. Pay increases given out of cycle or without a performance evaluation may be re-enforcing less than acceptable job duty performance and may put the employer into a legal issue if they want to terminate an employee without proper documentation within the employee's file.

The Human Resources Director should plan and facilitate annual performance reviews for all City personnel. Results should be monitored and compliance should be reported to the City Administrator. Following the annual performance review, conclusions need to be documented identifying talent pool and personnel performing under expectations. Performance improvement plans should be drafted for underperforming employees, developed, implemented, and monitored by direct supervisors and discussed with employee.

EE-4. Succession Planning:

There is no consistent, formalized succession planning done at the City of Sheboygan. Without proper succession planning, key positions may be vacant for prolonged periods of time in the event of a key employee departure. This could result in the operations of the City being adversely affected.

Recommendation:
Human Resources should mandate that all departments be required to prepare a succession plan annually. Human Resources should monitor this process and review all Department's succession plan submissions. The details would be retained within the Departments and the results would be communicated to leaders of Human Resources, Finance and the City Administrator.

EE-5. Standardized Method of Employee Communication:

Based on discussions with employees, it seems that the standard method of communication of City employee news and information is electronic via email. This is an acceptable methodology and allows easy dissemination of the same information in a short amount of time. The problem arises in that not all of the City employees (transit, crossing guards, etc.) are issued email addresses and as such do not receive the information in this manner or not at all. It is incumbent on these employees' supervisors to print the email and post on a general posting board. This method still does not guarantee that all of the employees will see the posting.

Recommendation:
If the City is going to use an electronic format for its dissemination of critical data, they should look at methods of electronic information receipt by those employees that currently do not have City email addresses. Perhaps change the policy so that all employees receive an email address as part of their on-boarding process. At least try to obtain a personal e-mail address if not giving them a city address and communicating critical information via that address.

Additionally, it was noted that not all hourly employees are given system access in order to log in and record their hours worked in the time reporting system (i.e. crossing guards). These employees prepare manual paper timesheets that must be accumulated, reviewed and approved, submitted to payroll, and manually keyed into the system. Assigning these employees with electronic access to the email and time reporting systems would create efficient and informational improvements for everyone involved in the manual processes.

In both examples, the employees may not have City issued computers. It would be suggested to set up a kiosk that could house a terminal for accessing emails and the time recording modules.

EE-6. Terminated Employee Off-Boarding:

Notifications of terminating employees are not always communicated timely to the Human Resources Department by other city departments. Lack of communication can result in terminated employees continuing to be paid, inappropriate calculation of on-going and accrued benefits, and employee related insurance expenses being paid past the required date. Additionally, non-timely communication of terminations creates processing "fire-storms" for various departments and results in a lack of trust on the process and employees especially when payroll amounts are involved.

Recommendation:
A formalized off-boarding policy and procedures should be created to ensure all employee terminations are approved and properly processed in a timely manner. The new process should include a consistent form to document the required information and include the sign-off by the supervisor of the employee. Only Human Resources should be allowed to enter changes in the system and they should review both the form and the system change reports for correctness and completeness to ensure all aspects of the off-boarding is accurate.

EE-7. Cross Training:

In many cases, there is minimal cross-training of employees within the department to perform on-going operations, especially critical daily functions. In the event that an employee is absent, critical functions

may not be carried out properly or timely resulting in possible errors in processing, misreported information, and missed deadlines.

Recommendation:
There is a need to identify critical processes that require a need to be performed daily or weekly, designate qualified individuals to be the designated back-up, and ensure that there is adequate cross-training performed. The policies and procedures related to the critical functions are a necessity and should be reviewed and updated on a consistent basis. Set a goal for getting department personnel cross-trained by specific dates. Ask the current employees what areas they may have an interest in being cross-trained for and try to meet these aspirations as long as it does not interfere with required Segregation of Duties policies. This helps build ownership and personal growth. The designated back-up personnel should train/review/perform the duties on a consistent basis (at least annually) to ensure knowledge of procedures and processes is maintained and any system changes from the prior training is experienced.

EE-8. Regulatory Compliance:

It appears that perhaps not all regulatory compliance filings or reporting are being completed by the City and properly filed timely with the related governmental agency (i.e. Occupational Safety and Health Administration [OSHA], Workers' Compensation Insurance [WC], etc.).

Recommendation:
Lack of compliance to regulatory filings can result in penalties, fines, and the inability to receive federal and/or state funding. Every department should create a list of all required compliance filings by date. This list should be reviewed with the department at least annually, updated as appropriate, and finally stored in a shared document repository on the system.

EE-9. Roles and Responsibilities:

There are not clearly defined roles and responsibilities for all positions at the City Finance Department. This can lead to employee confusion, employee morale issues, and sub-optimal division of responsibilities.

Recommendation:
An assessment of the Finance Department position roles and responsibilities should be conducted to ensure optimal division of responsibilities. A listing of critical processes and duties that need to be performed within the Finance Department should be drafted and as inclusive as possible. All position roles and responsibilities should be documented making sure that the critical processes and duties are accounted for and assigned. This may be a method by which a clearer picture of each positions workload may be established. It may also aid in the distribution of the Finance Department "Tasks to Complete List". Having clearly defined roles and responsibilities will assist with cross-training, new employee on-boarding and training, and reduce employee confusion.

EE-10. Payroll Approvals:

The complete and accurate processing of a payroll is critical for the reputation of the people and department responsible for the timely and accurate paying of employees. This is especially important

when the Payroll Department is tasked with processing numerous payrolls each month under various contract terms. Significant time is spent by the Payroll Department trying to get the department managers who are responsible for approving the employees' hours, to do so on a timely basis.

Recommendation:
Mandate that all employees use on-line time entry. Establish a written policy that requires managers to approve all time by Monday noon (or 10am). Meet with key stakeholders, including department managers to communicate the policy and hold approvers accountable. Create and deliver a weekly compliance report to the City Administrator by Monday at 2pm (or noon) so he can reach out to those department heads who are non-compliant.

EE-11. Employee Benefits and Vendors:

Employee benefits are a large expense to most organizations. The benefits offered to employees and their price is typically reviewed every couple of years in order to keep the best products at the most affordable level for the employees. It was noted that the City was changing benefit vendors for a high dollar item benefit without performing an RFP to any other vendor/company.

Recommendation:
The leading practice for any large purchase (or overall outlay of cash) is to do an RFP process of 2-3 vendors for proper price comparison and stewarding of the City's tax roll. Additionally, city ordinance may already require more than one quote for new contracts.

EE-12. Employee Benefits – Employee Requests/Concerns:

The perception of employees is that there is no long-term strategy for employee benefits. What is now being offered (through the new vendor) is a duplicate of other benefits that are offered. Employees have requested additional life insurance purchase options for the past couple of years but this has not yet been negotiated with a vendor and offered to the employees. There is an established "health and wellness committee" which does receive comments and issues from employees. These items are summarized and shared with management and the committee feels that management is "listening to" the comments, however, nothing happens and no actions are taken on the comments submitted. The lack of action on items gives the committee and employees the impression that "decisions" had already been "set" and that they do not want to change from what is currently being done or budgeted for. The committee and employees feel "dismissed" by the management team.

Recommendation:
Inclusion of the right people in discussions, especially when it relates to changes, is critical to the management of the business. If the people that deal with processes on a daily basis are not at least consulted about the current environment and what a change to that environment could mean or entail, decisions could be made that cannot be handled within the current system or which may be a duplicate of something already in place, thus a waste of funds of the city.

While adhering to overall budget amounts is important, the route taken to achieve the budget can be made up of different dollar expenses than originally thought in the budget. A thorough look at employee suggestions while potentially differing from initial thoughts used to create the budget may actually be more beneficial to/for the overall organization. The ideas and suggestions from the employees and the acknowledgement that management has heard and is

considering the suggestion has the potential to save money and boost employee morale. When employees feel that they matter and can be an agent for change, productivity increases which helps the employee and employer.

EE-13. Standardized Job Descriptions:

It appears that the job position descriptions around the city are very individualized. This has occurred over time and as the result of different methodologies for employees (union versus non-union). Continued advancements in technology and streamlining of processes creates efficiencies and "non-over-bearing" workloads that leave opportunity to expand job duties and performance expectations of the employees and positions. Ownership appears to be lacking for items not originally/specifically in the existing job descriptions. Unfortunately, this creates ill-will, discontentment, and resentment between employees.

Recommendation:
It may be beneficial for the City to move towards standardized job description titles such as Accountant I, Accountant II, Accountant III, Clerk I, Clerk II, Clerk III, etc. These standardized job titles would allow the city to identify similar tasks across departments and classify them in similar titles. Existing positions should be analyzed for tasks and duties currently being performed and additional duties added as necessary. All position descriptions should include the "Any other duty as assigned" verbiage to protect the city and increase efficiency and responsibility within employees. In addition to standardizing the job titles/descriptions, Human Resources should begin work on standard job classifications that match with the appropriate Pay Rate-Salary Band schedule for MUNIS. Building these at the same time would allow the city to have like job titles/duties listed for each standard pay rate classification (i.e. Clerk I salary range $30,000 – $40,000, Clerk II salary range $35,000 – $45,000, etc.).

EE-14. Pay Rate - Salary Bands:

The City has Pay Rate - Salary Bands that have been established for union and non-union employees. The current rate schedules should be systematically re-assessed and defined based on roles and responsibilities that are encompassed within that pay rate. When job title descriptions are standardized, they can assign to the pay rate schedule to assess the reasonableness of the salary levels. This can result in more equitable pay for positions that are doing similar jobs but in different departments of the city. Pay inequities make it hard to budget for positions and can also lead to employee morale issues if the inequity becomes known or is perceived by employees.

Recommendation:
The City should consider pay rate-salary bands with defined pay ranges that encompasses all of the jobs and positions with the city. Similar job duties should be within the same salary band regardless of who the position reports to on an organizational chart. The salary bands should have a low, medium, high range and if an employee maximizes their salary level, they are not given an automatic raise but are encouraged to explore ways to change levels.

EE-15. Union Contracts:

The negotiations on union contract renewals should be started and completed timely in order to allow for any system or benefit changes that could result. Since the union contracts typically cover a period of years, the negotiation process should not be assumed to be a quick process and discussions should be

started months in advance in order to complete the negotiations and properly update the systems and data in a timely and efficient manner allowing for proper reviewing of all contract changes implemented.

Recommendation:
The city has three union contracts that need to be renewed within specified time frames. These negotiations should be started early enough in the final year to properly negotiate expectations and changes while completing in a time frame that leaves enough time to properly adjust the financial processes that any changes may have caused/now require. All changes should be implemented and reviewed prior to their "go live" date in order to verify accuracy and efficiency within the processes.

Conclusion

We appreciate the opportunity to conduct this assessment of the Finance and Human Resources Departments of the City of Sheboygan. During our observation process, we noted positive changes that have recently been put in place. These changes show a desire and commitment to effective change within the organization. We have captured observations and developed recommendations that we feel will enhance the organizational structure as well as improve operational effectiveness and efficiency of the Finance and Human Resources Departments, as well as some overall city operations. Our report includes control enhancements, resource optimization, and role modifications/enhancements to ensure appropriate reporting of financial information and required regulatory items.

Although there are many findings to remediate, we feel that the City is well positioned to address and remediate the findings identified due to recent leadership and management changes. The Finance and Human Resources Department management along with the City Administrator should review and prioritize the findings. There are items that can be a quick fix, items that provide greatly increased efficiencies, items that help to protect the city from fraudulent activities, items that will help to increase employee morale and items that are simply leading practices for the departments. A prioritized list with achievable goals over a period of time will help to not become overwhelmed with the prospect and create a roadmap to future success and efficiency within the departments.

The leadership and management are seeking to enhance the culture as well as the operations and organization at the City and we believe that this assessment provides an excellent road map to drive positive change.

III

5.2

Res. No. 186 - 19 - 20. By Alderpersons Donohue and Bohren. March 16, 2020.

RESOLUTION PROVIDING FOR THE SALE OF $3,100,000 TAXABLE WATER UTILITY REVENUE BOND ANTICIPATION NOTES, SERIES 2020B

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of $3,100,000 for public purposes, including paying the cost of improvements, additions and extensions to the water utility, including engineering and design costs of a water intake project; and

WHEREAS, it is desirable to borrow said funds through the issuance of revenue bond anticipation notes pursuant to Section 66.0621(4)(L), Wisconsin Statutes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such water utility revenue bond anticipation notes on a taxable rather than tax-exempt basis;

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

Section 1. The Notes. The City shall issue its Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B (the "Notes") in an amount of $3,100,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Finance + Personnel

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement concerning this issue to be prepared by WPFP. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 186-19-20 by Alderpersons Donohue and Bohren. A resolution providing for the sale of $3,100,000 Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: April 2, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
The City of Sheboygan is presently in need of $3,100,000 for public purposes, including paying the cost of improvements, additions and extensions to the water utility, including engineering and design costs of a water intake project. It is desirable to borrow said funds through the issuance of revenue bond anticipation notes pursuant to Section 66.0621(4)(L).

STAFF COMMENTS:
The Water Utility has been evaluating its need for a new water intake pipe as the two existing pipes are beyond useful life or inefficient due to freezing up. Due to the critical nature of this pipe to provide water it is necessary to begin the process of utilizing engineers to determine the next steps and design of a new intake pipe. Discussions have been on-going with Carol Wirth of WI Public Finance Professional LLC to coordinate the sale of the offering.

ACTION REQUESTED:
Motion to recommend the Common Council adopt Res. No. 186-19-20 authorizing the City to issue sale of $3,100,000 Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B.

ATTACHMENTS:
I. Res. No. 186-19-20

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 187-19-20 by Alderpersons Donohue and Bohren. A resolution providing for the sale of $4,985,000 General Obligation Promissory Notes, Series 2020A.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: April 2, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan is presently in need of $4,985,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2020 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development Projects for the City's Incremental Districts.

STAFF COMMENTS:

The City of Sheboygan completes an annual review of all projects and capital purchases. Each year the projects and capital items are prioritized and evaluated as to the cost and feasibility to complete in the current year. The borrowing plan is then reviewed in conjunction with what funds are needed to complete the identified projects and purchases as well as how it fits into the annual debt service of the City. The plan is discussed and reviewed with Carol Wirth of WI Public Finance Professional LLC to coordinate the sale of the offering

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 187-19-20 authorizing the City to issue sale of $4,985,000 General Obligation Promissory Notes, Series 2020A.

ATTACHMENTS:

I. Res. No. 187-19-20

III

5.3

Res. No. 187 - 19 - 20. By Alderpersons Donohue and Bohren. March 16, 2020.

RESOLUTION PROVIDING FOR THE SALE OF $4,985,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of $4,985,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2020 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

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

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2020A (the "Notes") in an amount of $4,985,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Finance Personnel

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement concerning this issue to be prepared by WPFP. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

2020 GO Borrowing - confirmed 3/19/2020

Brief Description of Project(number designates number of line items)	Funding Source	Borrowed Funds	Total Estimated Project Cost
Geele Avenue (Calumet Dr to North 23rd St)	G.O. Borrowed Funds	397,250.00	700,000.00
Single Axle Dump Truck with Slide-In Salter	G.O. Borrowed Funds	117,500.00	265,000.00
Storm Water Management Plan	G.O. Borrowed Funds	100,000.00	100,000.00
Superior Avenue (North 29th St to Taylor Dr)	G.O. Borrowed Funds	1,404,000.00	2,000,000.00
Urban Forestry Management Plan	G.O. Borrowed Funds	100,000.00	210,000.00
MSB - HVAC System	G.O. Borrowed Funds	110,000.00	110,000.00
MSB - Office Improvements	G.O. Borrowed Funds	25,000.00	25,000.00
Facility HVAC Control System-Secure Entry System	G.O. Borrowed Funds	195,000.00	195,000.00
Station Two	G.O. Borrowed Funds	317,644.00	317,644.00
CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Design	G.O. Borrowed Funds	21,300.00	106,500.00
CMAQ 14th St Traffic Flow Design	G.O. Borrowed Funds	31,180.00	155,900.00
CMAQ Taylor Dr Traffic Flow Design	G.O. Borrowed Funds	27,400.00	137,000.00
Traffic Control Update Citywide	G.O. Borrowed Funds	100,000.00	100,000.00
Roosevelt Park - Tennis Court Resurfacing	G.O. Borrowed Funds	90,000.00	90,000.00
Replacement Dump Box Slide-in-Salter	G.O. Borrowed Funds	42,500.00	85,000.00
One Ton Four Wheel Drive Dump Truck (2)	G.O. Borrowed Funds	55,000.00	117,000.00
One-Half Ton Two Wheel Drive Pickup Truck	G.O. Borrowed Funds	16,000.00	33,000.00
One-Half Ton Four Wheel Drive Pickup Truck	G.O. Borrowed Funds	15,000.00	32,000.00
HVAC Control Replacement - Phase Two	G.O. Borrowed Funds	66,278.00	66,278.00
Roof Replacement-Existing Transit Administration Facility	G.O. Borrowed Funds	399,494.00	750,000.00
Grand Total		**3,630,546.00**	**5,595,322.00**

2020 TID Borrowing - confirmed 2/28/2020

Brief Description of Project(number designates number of line items)	Funding Source	Borrowed Funds	Total Estimated Project Cost
TID 16-LED Street Lighting Upgrade - Downtown	Other Borrowed Funds	170,000.00	170,000.00
TID 17-Badger State Lofts Infrasructure Completion	Other Borrowed Funds	625,000.00	625,000.00
TID 19-Niagara Ave Reconstruction and Storm Sewer(East and West of N 14 St)	Other Borrowed Funds	550,000.00	550,000.00
Grand Total		**1,345,000.00**	**1,345,000.00**

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 South Moorland Road, Suite 504
Brookfield, WI 53005
414-434-9644
Fax: 414-226-2014

City of Sheboygan
Report on 2020 Capital Improvement and Water Utility Borrowing

April 8, 2020 – Finance and Personnel Committee

Prepared by: Carol Wirth, President, Wisconsin Public Finance Professionals, LLC ("WPFP")

Set Sale Resolutions

The City's is preparing for the issuance of $4,985,000 tax-exempt General Obligation Notes to fund 2020 capital improvement projects, and the issuance of $3,100,000 taxable Water Utility Revenue Bond Anticipation Notes ("BANs") for engineering and design costs related to the water intake projects. The borrowing process begins with the adoption of "Set Sale" Resolutions which states the City will sell the Notes and BANs at public sale for said purposes, directs WPFP to prepare and distribute Notices of Sale and Official Statements to instruct underwriters how to place their bids on a specific date and time. The Council will take action on the bids received and verified by WPFP at a subsequent meeting.

Market Preparations – Issue Details

The City and Water Utility began to prepare to enter the bond market with approving the dollar amounts needed to fund project costs, reviewing IRS regulations associated with tax-exempt versus taxable financing, and structuring repayment of the debt according to revenue streams anticipated for each respective purpose. Official Statements are being prepared for each issue for distribution to the marketplace, and to be used for the presentation for a Moody's long-term rating for the General Obligation Notes, and for a Moody's short-term (MIG) rating for the Water Utility Revenue BANs.

The City Administrator, Finance Director, Director of Planning and Development, Superintendent of the Water Utility, Water Utility Accountant and Carol Wirth will participate in a Moody's conference call scheduled for April 21.

The $4,985,000 General Obligation Notes are issued for the following purposes: $3,635,000 for City CIP projects, $630,000 for TID 17, $170,000 for TID 16 and $550,000 for TID 19. All purposes are eligible for tax-exempt financing and will be secured by the levying of taxes, with the expectation of tax increment available from each TIF district to offset the levy. The portion of debt service for City projects could be an increase in 2021 of approximately $360,000 is expected to be reduced by premium bid on the Notes, and, potential debt service savings on refinancing 2007 Bonds later in 2020. All 2020 borrowed funds will need to be spent in 24 months. The General Obligation Notes are structured to be repaid within the 10-year statutory limit and will have a prepayment feature beginning in 2027. Below is the repayment and preliminary pricing prepared on 3-11-20.

$4,985,000 G.O. Promissory Notes Est. Debt Service Schedule as of 3-11-20

Calendar Year	Principal (12/01)	Coupon	Estimated Interest	Total Est. Debt Service
2020	-	-	-	-
2021	330,000.00	2.000%	153,150.28	483,150.28
2022	325,000.00	2.000%	93,100.00	418,100.00
2023	320,000.00	2.000%	86,600.00	406,600.00
2024	330,000.00	2.000%	80,200.00	410,200.00
2025	265,000.00	2.000%	73,600.00	338,600.00
2026	415,000.00	2.000%	68,300.00	483,300.00
2027	520,000.00	2.000%	60,000.00	580,000.00
2028	1,265,000.00	2.000%	49,600.00	1,314,600.00
2029	1,215,000.00	2.000%	24,300.00	1,239,300.00
-	**$4,985,000.00**	**TIC 1.59%**	**$688,850.28**	**$5,673,850.28**

$4,985,000 G.O. Notes Preliminary Pricing Summary as of 3-11-20

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
12/01/2021	Serial Coupon	2.000%	0.900%	330,000.00	101.674%		-	-	-	335,524.20
12/01/2022	Serial Coupon	2.000%	0.920%	325,000.00	102.701%		-	-	-	333,778.25
12/01/2023	Serial Coupon	2.000%	0.950%	320,000.00	103.642%		-	-	-	331,654.40
12/01/2024	Serial Coupon	2.000%	1.000%	330,000.00	104.423%		-	-	-	344,595.90
12/01/2025	Serial Coupon	2.000%	1.050%	265,000.00	105.096%		-	-	-	278,504.40
12/01/2026	Serial Coupon	2.000%	1.100%	415,000.00	105.660%		-	-	-	438,489.00
12/01/2027	Serial Coupon	2.000%	1.250%	520,000.00	105.377%		-	-	-	547,960.40
12/01/2028	Serial Coupon	2.000%	1.350%	1,265,000.00	104.642%	c	1.421%	12/01/2027	100.000%	1,323,721.30
12/01/2029	Serial Coupon	2.000%	1.450%	1,215,000.00	103.912%	c	1.557%	12/01/2027	100.000%	1,262,530.80
Total	-	-	-	**$4,985,000.00**	-	-	-	-	-	**$5,196,758.65**

Par Amount of Notes	$4,985,000.00
Reoffering Premium or (Discount)	211,758.65
Gross Production	$5,196,758.65
Total Est. Expenses of Issuance to be Paid by Underwriter	$(81,395.00)
Total Purchase Price	$5,115,363.65
Bond Year Dollars	$34,442.51
True Interest Cost (TIC)	1.5944135%

Note: The Total Purchase Price includes $130,363 of estimated premium for deposit to debt service

The $3,100,000 Water Revenue BANs are issued as an interim financing instrument to fund engineering costs associated with replacing critical infrastructure: a new intake pipeline system, shore well and low lift pumping station (the "Project"). The BANS will provide for engineering costs for the preliminary design, final design and bidding for the Project. Paying those costs within the Water Utility's budget would impact the Utility's cash flow. The final engineering and design costs are not known at this time. By issuing the BANs as "taxable," the funds do not need to be spent within 24 months. The BANs are structured as a "term note" with the total principal amount coming due May 1, 2024, but with a prepayment feature beginning November 1, 2021 to accommodate the potential availability of long-term financing. Project construction is anticipated for June 2022 and the Water Utility is preparing an application to the State of Wisconsin's Safe Drinking Water Loan program for permanent long-term (30-year) financing for the Project. The BANs are considered to be an eligible purpose for refinancing under the loan program. If, for any reason, the loan program would not be available, or the Project did not qualify, the BANs could be refinanced with long-term Water Revenue Bonds in the municipal bond market. The interest due on the BANs will be paid out of the Water Utility revenues generated by Water rates. There is no tax levy support pledged to the payment of principal or interest on the BANs.

$3,100,000 Taxable Water Utility Revenue Bond Anticipation Note Est. Debt Service

Calendar Year	Principal (5/01)	Coupon	Estimted Interest	Total Est. Debt Service
2020	-	-	21,054.17	21,054.17
2021	-	-	46,500.00	46,500.00
2022	-	-	46,500.00	46,500.00
2023	-	-	46,500.00	46,500.00
2024	3,100,000.00	1.500%	23,250.00	3,123,250.00
-	**$3,100,000.00**	**TIC 1.63%**	**$183,804.17**	**$3,283,804.17**

$3,100,000 Water Revenue BAN Preliminary Pricing Summary as of 3-10-20

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
05/01/2024	Serial Coupon	1.500%	1.500%	3,100,000.00	100.000%	3,100,000.00
Total	**-**	**-**	**-**	**$3,100,000.00**	**-**	**$3,100,000.00**

Par Amount of BANs	$3,100,000.00
Gross Production	$3,100,000.00
Total Est. Underwriter's Expense (0.500%)	$(15,500.00)
Total Purchase Price	$3,084,500.00
Bond Year Dollars	$12,253.61
True Interest Cost (TIC)	1.6311980%

Note: Total Purchase Price includes $34,150 returned to the Utility for payment of issuance expenses

2020 Municipal Market Volatility

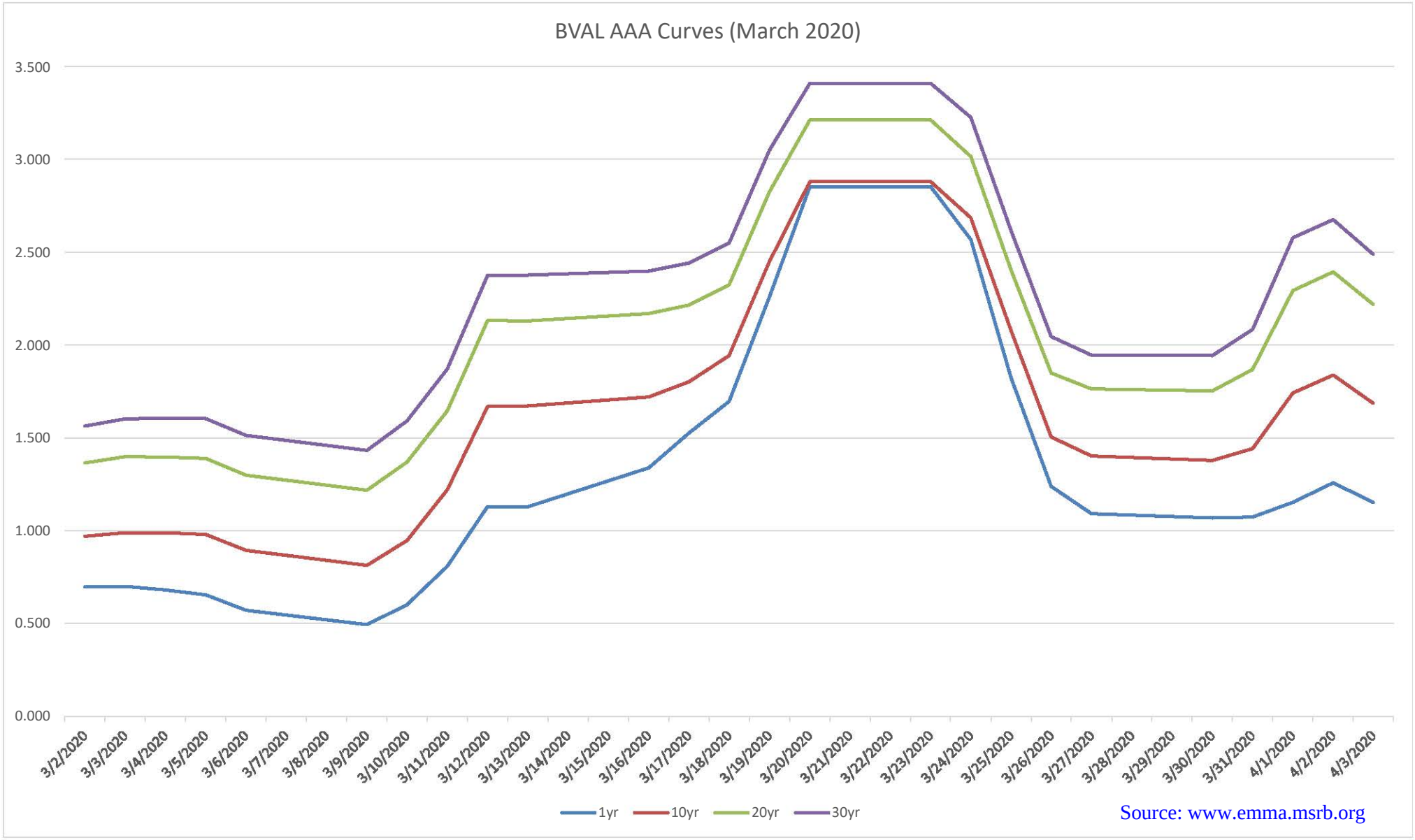
During the month of March, the municipal market experienced unprecedented volatility with a swing from record-low yields at the beginning of the month, to a 200 basis point selloff, and finishing the week ending March 27 with a rally that erased much of those losses. For the first time ever, Federal intervention in the markets allowed the Fed to purchase short and long-term municipal bonds to stabilize the market. Issuers cancelled scheduled bond sales during this time, placing them on a day-to-day status. During the week of March 30, the market began showing signs of activity with lower rates and a more normalized yield curve. Municipalities began bringing issues to market. By Wednesday, April 1, the general market lost another ½%, which some attributed to not only liquidity problems in the market, but end-of-quarter portfolio sell-offs. On Thursday and Friday, the market moved up and down 10 to 15 basis points, which, in what used to be considered a "normally functioning market" would be quite drastic. However, with 50 basis-point daily moves occurring over the past month, this type of movement is viewed as "almost steady."

The schedules shown in this report is reflective of the markets as of March 10-11, which was just prior to the first selloff. During that period, the projected true interest rate for the City's G.O. Notes rose from the 1.59% projected on March 11 to 1.96% on March 18, and again to 2.5% by March 20. The difference in total net interest cost over the life of the Notes from March 11 to the high point on March 20 was approximately $300,000. The Water Revenue BANs began with a projected interest rate of 1.50% on March 10 and rose to 2.25% at the high point. The difference in interest cost over the life of the BANs during this period was approximately $92,000. **Attached is a graph of a municipal curve demonstrating the market movement during the month of March through April 3.**

The City's G.O. Notes are designated as "tax-exempt bank qualified" Notes. The bank qualified market reflects a slightly more stable impact than the general (non-bank qualified) market; although there is an impact. Banks are large purchasers of the bank qualified securities since they receive a tax advantage on the interest on these investments. The taxable market has been reflecting a similar pattern as the bank qualified market. Upon reaching out directly to underwriters of Wisconsin tax-exempt and taxable municipal bonds, as of April 3, the projected true interest rate for the City's G.O. Notes was 1.9%, and for the Water Revenue BANs was 2.0%. Two Wisconsin issues sold tax-exempt bank qualified bonds on April 6 at levels close to those of April 3 reflecting some "stability" during volatile times. There are no taxable sale results available at this time.

Award Resolutions

The acceptance of the bid from the underwriter whose bid results in the lowest true interest cost to the City occurs with the adoption of a resolution awarding the Notes or BANs to that underwriter and locks in the final terms and interest rates ("Award Resolution"). The bids are expected to be received and verified the morning of May 4, followed by Finance and Personnel Committee acceptance and Council action on two separate Award Resolutions at the regularly scheduled May 4 meetings. Closing and delivery of funds is scheduled for May 18.



BVAL AAA Municipal Curves is a market index that uses real-time trades and contributed sources to reflect movement in the Municipal Market. It is populated with high quality US Municipal Bonds with an average rating of "AAA" from Moody's and S&P. These Curves are often used by underwriters as a factor when determining the yield levels at which a new issue of Municipal Securities will be offered to investors.

III

5.4

Res. No. 188 - 19 - 20 . By Alderpersons Donohue and Bohren.
March 16, 2020.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 11 and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 133-98-99 creating Tax Incremental Financing (TIF) District No. 11 on September 21, 1998 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 11.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of April 15, 2020, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, CliftonLarsenAllen LLP.

Finance Personnel

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 11 as determined by the final audit by the City's auditors, CliftonLarsenAllen LLP.



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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 188-19-20 by Alderpersons Donohue and Bohren, terminating the City of Sheboygan Tax Incremental District (TID) No. 11 and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: April 3, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

Tax Incremental District (TID) No. 11 is referred as Washington Square. TID 11 was created on September 21, 1998 and includes the following boundary. The TID expenditure period and all debt has been paid, therefore State law requires the district to be closed. Once the Common Council approves the termination resolution, CLA will complete an audit and fund balance revenues will be distributed by the Finance Director to the City, Sheboygan County, Sheboygan Area School District and Lakeshore Technical College per their respective portion of the tax bill.



Tax Incremental District No. 11 Boundaries

STAFF COMMENTS:
None

ACTION REQUESTED:
Motion to recommend the Common Council approve Res. No. 188-19-20 terminating the City of Sheboygan Tax Incremental District No. 11 and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

ATTACHMENTS:
I. Res No. 188-19-20

III

Res. No. 196 - 19 - 20. By Alderpersons Wolf and Donohue.
March 30, 2020.

A RESOLUTION establishing an Early Retirement Incentive Program and authorizing the City Administrator and Acting Director of Human Resources to offer the benefits to qualifying city employees.

WHEREAS, pursuant to Res. No. 206-18-19, adopted on April 14, 2019, the City hired CliftonLarsenAllen LLP ("CLA") to conduct an operational and organizational assessment of the Finance and Human Resources Department; and

WHEREAS, CLA completed the assessment, which was submitted to the Common Council on February 17, 2020 via R.O. No. 155-19-20; and

WHEREAS, in response to the assessment the City Administrator has worked with the Acting Director of Human Resources and the Finance Director to determine the City's response to the assessment; and

WHEREAS, it is the desire of City leadership to create an Early Retirement Incentive Program and offer the benefits to qualifying nonexempt city employees in the Finance and Human Resources Departments which will result in a cost savings and efficiencies; and

WHEREAS, in doing so, the Council desires to provide guidance for fair and consistent retirement severance packages;

NOW, THEREFORE, BE IT RESOLVED: That an Early Retirement Incentive Program be created offering qualifying nonexempt city employees in the Human Resources and Finance Departments a cash benefit for years served calculated on the basis of one 40-hour week of wages for every two years of credited employment service with the City of Sheboygan.

BE IT FURTHER RESOLVED: That years of credited service will be determined as follows: A partial year of service greater than six months will be rounded up to the next year. For example, an employee who has nine years and six months of service or more will be rounded up to ten years. An employee who has nine years and less than six months of service will have nine years of service.

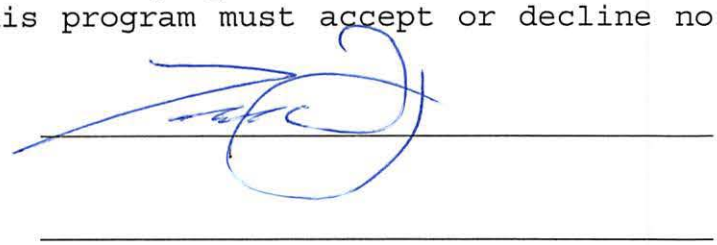
BE IT FURTHER RESOLVED: That all other eligible payouts of vacation and sick days will follow the employee handbook guidelines.

BE IT FURTHER RESOLVED: That to be a qualified city employee the individual must be eligible for benefits under the Wisconsin Retirement System.

Finance
Personnel

BE IT FURTHER RESOLVED: That the benefits of the Early Retirement Incentive Program shall be extended to no more than two qualifying employees in the Human Resources and Finance Departments.

BE IT FURTHER RESOLVED: That the City Administrator and Acting Director of Human Resources are hereby authorized and directed to offer the benefits of the Early Retirement Incentive Program to qualifying employees in the Human Resources and Finance Departments. The program will become effective upon passage and employees offered this program must accept or decline no later than June 30, 2020.



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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 196-19-20 by Alderpersons Wolf and Donohue establishing an Early Retirement Incentive Program and authorizing the City Administrator and Acting Director of Human Resources to offer the benefits to qualifying city employees.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: April 1, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan Finance Department on April 14, 2019 upon Common Council approval hired CliftonLarsenAllen LLP ("CLA") to conduct an operational and organizational assessment of the Finance and Human Resources Departments. The assessment was in response to audit findings for the 2018 City of Sheboygan year-end audit, as well as the Finance Director's awareness of deficiencies within the department's operations as presented to the Finance and Personnel Committee September 23, 2019 in an "Action Plan".

The City Administrator has worked with the Acting Director of Human Resources and the Finance Director to determine the City's response to the assessment. At this time it is the desire of City leadership to create an Early Retirement Incentive Program and offer the benefits to qualifying nonexempt city employees in the Finance and Human Resources Departments which can result in cost savings thru efficiencies and other necessary changes.

STAFF COMMENTS:

Currently the Finance Department is in the midst of transitions and change as a result of a new Finance Director as well as a new Deputy Finance Director. The changes that have been identified are essential components to an efficiently functioning department of the City. Areas and items that have been prioritized that are in need of review, revision, and creation are policies, procedures, staff skills training, and staff members' industry knowledge growth. The leadership has acknowledged and communicated to the staff these changes will require engagement, teamwork, and additional effort. Sometimes these needs do not align with individual's goals professionally and personally and can lead to individual decisions including staff transitions. This policy allows the City Administrator along with the Human Resources Director to utilize discretion when incentivizing an opportunity to create better timing for both the department and the individual in this transition process.

ACTION REQUESTED:
Motion to recommend the Common Council accept Res. No. 196-19-20 establishing an Early Retirement Incentive Program and authorizing the City Administrator and Acting Director of Human Resources to offer the benefits to qualifying city employees.

ATTACHMENTS:
I. Res. No. 196-19-20

VI

5.39

R. C. No. 343 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 215-18-19 by City Clerk submitting a claim from Ryan, LLC on behalf of their client, O'Reilly Automotive Stores, Inc., for alleged incorrect assessed value of their property for tax purposes; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

11

3.4

R. O. No. 215 - 18 - 19. By CITY CLERK. February 4, 2019.

Submitting a claim from Ryan, LLC on behalf of their client, O'Reilly Automotive Stores, Inc., for alleged incorrect assessed value of their property for tax purposes.

Finance + Personnel
4-8-19 refer to Finance + Personnel of new council

CITY CLERK

FEB 1 '19 PM 12:32
via mail

311 S. Wacker Drive
Suite 4800
Chicago, IL 60606
Tel. 312.980.1122
Fax 312.980.1132

www.ryan.com

From the desk of:
Sue Len
(312) 980-1152
Sue.Len@ryan.com

On Behalf of:
O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts #4578 [BPP #59281870030]
c/o Ryan, LLC
PO Box 9167
Springfield, MO 65801-9167

January 29, 2019

Via Certified Mail and due to the weather, via Email Also

Sheboygan City Clerk
Assessment Correction Claim
828 Center Avenue
Sheboygan, WI 53081

Dear Clerk/Assessor,

This issue was originally brought to the attention of the Assessor's Department by Ed Agnes, but he is no longer with Ryan, LLC. Darcie Beernink has been working with me. Per her instructions the tax bill has been paid. Also per her instructions, you are receiving this letter detailing the assessment correction we believe ought to be made.

Darcie has admitted that a clerical error was made on the part of the Assessor's Office. Per the rendition that was filed, the Total Assessed Value ought to be $37,590. However, according to the attached copy of the tax bill, the Total Assessed Value is $72,420.

If you note the attached reviewed rendtion page 1 in red: there is no subtotal line above $37,590. So, when the numbers were added up in order to be entered to the computer, **two errors occurred**. First, the 2,760 figure was missed. Second, the grand total of 37,590 was also added in. The correct Total Assessed Value ought to be $37,590.

Please mail the refund check to O'Reilly at the "on behalf of" address above.

If you have any questions or concerns, please contact me.

Sincerely,

Susan M. Len

Susan M. Len
Taxpayer's Representative

enclosures

Due date March 1, 2018	**Statement of Personal Property** **Assessment date – January 1, 2018**	**2018**

Filing Instructions – you must file this completed return with your local assessor on or before March 1, 2018. (sec. 70.35, Wis. Stats.) Report personal property not reported to the Wisconsin Department of Revenue's Manufacturing & Utility Bureau.

Confidentiality – under sec. 70.35(3), Wis. Stats., personal property returns filed with the local assessor are confidential records of the assessor's office.

Failure to File – if you do not file, your local assessor will estimate your property's value using the best information available. You will also be denied appeal rights with the Board of Review (BOR), under state law (sec. 70.35(4), Wis. Stats.).

Questions? – if you have questions on filing this form, contact your local assessor.

O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
O'Reilly Attn: Ryan, LLC
PO Box 9167
Springfield, MO 65801-9167

For Office Use Only	
School district	TID no.
Assessor name	Sheboygan City Assessor
Assessor address	Assessment Dept 828 Center Ave Ste 302 Sheboygan, WI 53081

Property Owner and Property Information *(agent, consignee or other representative)*

Property address: *(if different from above)* 2829 Calumet Dr.
SHEBOYGAN, WI 53083-3839

Business type: Retail Auto Parts New

FEIN 44-0618012 Account no. 59281870030
NAICS code 441310 ☐ Town ☐ Village ☐ City
County Sheboygan Municipality Sheboygan City

Owner is: *(check box that applies)* ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

New owner information – complete this section if there was a change in ownership or the business is no longer in operation.

Type of change: *(check box that applies)*
☐ Discontinued ☐ Sold ☐ Incorporated ☐ Moved

Date of change:

New owner name
Property address
Mailing address c/o RYAN, LLC; PO Box 06116, Chicago, IL 60606-0116
Phone no. (312) 980-1147
Email

Preparer and Owner Information/Signature

I, the undersigned declare under penalties of law that I have personally examined this return and its completed schedules. To the best of my knowledge and belief, this return is true, correct and complete.

Preparer	Owner
Name *(please print)* Susan M. Len O'Reilly Attn: Ryan, LLC	Name *(please print)*
Address Springfield MO 65801-9167	Address
Phone 312-980-1152 Fax 312-980-1132	Phone Fax
Email Sue.Len@ryan.com	Email
Signature Susan M Len Date 02/27/2018	Signature Date

RECEIVED
CITY CLERK'S OFFICE

Schedule A – Personal Property Return (Assessment Summary as of January 1, 2018)

This schedule summarizes all taxable personal property from Schedules B through H. Line 10, Col. 3 is the total value of your taxable personal property within this municipality.

Col. 1 Property Type	Col. 2 Subtotal	Col. 3 Total	For Office Use Only Class	 Col. 4
1. Boats and watercraft *(from Sch. B)*			1	
2. Furniture, fixtures and office equipment *(from Sch. D)*	26818.18			26820
3. Multifunction fax machines, copiers, postage meters ... *(from Sch. D2)*	2758.85			2760
4. **Total of lines 2, 3**		0	3	
5. Building on leased land *(from Sch. E)*			4B	
6. Leased equipment *(property in charge of but not owned) (from Sch. F)*				
7. Supplies *(from Sch. G)*	139.09			140
8. All other personal property *(from Sch. H)*	7869.11			7870
9. **Total of lines 6, 7, 8**		0	4A	
10. **Total assessable – add lines 1, 4, 5, 9**		0		37590

Schedule B – Boats and Watercraft 2018

Report: All boats and watercraft subject to general property taxation. Review the *Composite Conversion Factors* and *Composite Useful Lives Table* on various equipment: revenue.wi.gov/Pages/Report/p.axpx#personal.

Col. 1 Description of Boats and Watercraft	Col. 2 Acquisition Year	Col. 3 Original Cost	Col. 4 Conversion Factor	Col. 5 Declared Value January 1	Col. 6 For Office Use Only
Total declared value					

(Note: Attach additional sheets if needed) *Enter Col. 5 Total on Sch. A, Line 1, Col. 3*

Schedule C – Machinery, Tools and Patterns 2018

Report: All machinery and shop equipment. Use the costs from your accounting records. Summarize the original asset costs by acquisition year as of January 1 of last year. Enter these costs in Col. 2. Enter any additions or deletions by acquisition year in Col. 3.

Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 (Col. 2 +/- Col. 3)	Col. 5 Conversion Factor (10-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 (Col. 4 x Col. 5)	Col. 7 For Office Use Only
2017						
2016						
2015						
2014						
2013						
2012						
2011						
2010						
2009						
2008						
All prior years						
Total						

Do Not Report

Schedule D – Furniture, Fixtures and Office Equipment 2018

Report: All furniture, fixtures and office equipment (e.g., office, store and professional furniture, fixtures and equipment, business and professional libraries, other assets related to the sales and administration of your business). Original Cost in Col. 4, should contain all costs of installation and freight, add-ons and sales tax.

Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 (Col. 2 +/- Col. 3)	Col. 5 Conversion Factor (10-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 (Col. 4 x Col. 5)	Col. 7 For Office Use Only
2017			108.67	.925	100.52	
2016			368.58	.786	289.7	
2015				.668		
2014				.574		
2013			53174.96	.497	26427.96	
2012				.426		
2011				.370		
2010				.318		
2009				.270		
2008				.238		
All prior years			0	.138	0	
Total			53652.21		26818.18	

Enter Col. 6 Total on Sch. A, Line 2, Col. 2

Schedule D1 – Exempt Computer Equipment & Software (Owned), Cash Registers & Single Function Fax Machines — 2018

- **Report:** 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. Review the *Computer Exemption Guidelines for Assessors and Property Owners* (revenue.wi.gov/pubs/slf/compexgd.pdf).
- **Do not report:** Custom software
- **Note:** Per state law (sec. 70.36(1m), Wis. Stats.), any person, firm or corporation that fails to include information on exempt property under sec. 70.11(39) and sec. (39m) will owe $10 for every $100 or major fraction that is not reported (sec. 70.35, Wis. Stats.).

Col. 1 Acquisition Year	*Col. 2* Total Original Cost as of Jan. 1, 2017	*Col. 3* Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	*Col. 4* Net Total Original Cost as of Jan. 1, 2018 *(Col. 2 +/- Col. 3)*	*Col. 5* Conversion Factor (4-yr)	*Col. 6* Indexed Net Value (Full Value) on Jan. 1, 2018 *(Col. 4 x Col. 5)*	*Col. 7* For Office Use Only
2017						
2016						
2015						
2014						
2013						
2012						
2011						
All prior years						
Total						
				Total leased equipment from Sch. F, Col. 7		
				Combined totals		

Do Not Report

Schedule D2 – Mulifunction Faxes, Copiers, Postage Meters, Telephone Systems, and Computerized Equipment — 2018

Report: All multifunction fax machines, copiers, postage meters, telephone systems (PBXs), and equipment with embedded computerized components.

Col. 1 Acquisition Year	*Col. 2* Total Original Cost as of Jan. 1, 2017	*Col. 3* Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	*Col. 4* Net Total Original Cost as of Jan. 1, 2018 *(Col. 2 +/- Col. 3)*	*Col. 5* Conversion Factor (6-yr)	*Col. 6* Indexed Net Value (Full Value) on Jan. 1, 2018 *(Col. 4 x Col. 5)*	*Col. 7* For Office Use Only
2017				.875		
2016				.656		
2015			870	.492	428.04	
2014				.373		
2013			8178.29	.285	2330.81	
2012				.216		
All prior years			0	.122	0	
Total					2758.85	

Enter Col. 6 Total on Sch. A, Line 3, Col. 2

Schedule E – Buildings on Leased Land — 2018

Report: Buildings, structures and other improvements you own, but are located on land that you do not own. They are valued in the same manner as improvements located on land that is owned by you. Enter your opinion of value in Col. 4.

Col. 1 Property Description	*Col. 2* Acquisition Year	*Col. 3* Original Cost	*Col. 4* Opinion of Value January 1	*Col. 5* For Office Use Only
Total declared value				

Enter Col. 4 Total on Sch. A, Line 5, Col. 3

Schedule F – Leased Equipment (Property in charge of but not owned) 2018

Report: All leased equipment (e.g., business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices) and similar items loaned, leased, stored or otherwise held and not owned by you. These items may or may not be assessed to you. Often, leases state whether the owner or the lessee is responsible for the personal property taxes. Review the *Composite Conversion Factors* and *Composite Useful Lives* on various equipment: revenue.wi.gov/Pages/Report/p.aspx#personal.

Col. 1 Name and Address of Leasing Company*	Col. 2 Equipment Type and Lease No.	Col. 3 Gross Annual Rent	Col. 4 Installation Year	Col. 5 Original Cost	Col. 6 Indexed Value Taxable Equipment	Col. 7 For Office Use Only
				Totals		

* Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

Enter Col. 6 Total on Sch. A, Line 6, Col. 2

Schedule G – Supplies 2018

Report: Your supplies inventory. Report items that are in your possession on January 1 and are expensed and not subject to resale, but are necessary in the conduct of business and are consumed in the operations of providing customer services. **Supplies include:** Items used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning

Supplies inventory – January 1, 2018 ..... $ 139.09

Enter amount on Sch. A, Line 7, Col. 2

Schedule H – All Other Personal Property, Leasehold Improvements, Signs, Billboards, Logs and Forest Products, Improvements on Exempt Land, Improvements on Forest Cropland or Managed Forestland 2018

Report: All leasehold improvements and other personal property not previously reported on other schedules. Report improvements on exempt land and privately owned structures, billboards, cable television towers or special taxed land. Review the *Composite Conversion Factors* and *Composite Useful Lives Table* on various equipment: revenue.wi.gov/Pages/Report/p.aspx#personal.

Leasehold improvements – any alterations, additions or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in Col. 3.

Include: Logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing that type of property

Exclude: Merchant's or manufacturing stock.

Col. 1 Acquisition Year	Col. 2 Property Description	Col. 3 Acquisition Cost	Col. 4 Conversion Factor	Col. 5 Declared Value January 1	Col. 6 For Office Use Only
			Total	7869.11	

Enter Col. 5 Total on Sch. A, Line 8, Col. 2

Lease or Asset Information

For each property you are leasing, provide the following: *(attach additional sheets if necessary)*

Property

Term Start _____ *(mm-yyyy)* End _____ *(mm-yyyy)*

Square footage – leased area _____ Sq. Ft.

Annual rent $ _____

Sales/rent

If your sales are the basis for your rent, enter percentage of sales you pay as rent. _____ % Amount paid $ _____

Rent includes: *(check all that apply)* ☐ Electric ☐ Heat ☐ Real estate taxes ☐ Parking ☐ Common area maintenance ☐ Other *(describe)*

Sheboygan City, WI
2018 Business Personal Property Tax Return - 59281870030

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Taxable - Summary

Form: Schedule D - Furniture, Fixtures and Office Equip — **Depreciation:** 10 YR Sched D

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2017	1	109	92.50	101	96.210	97
2016	2	369	78.60	290	96.210	279
2013	5	53,175	49.70	26,428	96.210	25,426
Form Subtotal:		53,652		26,818		25,802

Totals for Form: Furniture, Fixtures and Office Equip (Total of all assets subtotaled above in this form category)

2017	109	101		97
2016	369	290		279
2013	53,175	26,428		25,426
Total	53,652	26,818		25,802

Form: Schedule D-2 - Multifunct Fax Copiers Tele Syst Comput Equip — **Depreciation:** 6 YR Sched D-2

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2015	3	870	49.20	428	96.210	412
2013	5	8,178	28.50	2,331	96.210	2,242
Form Subtotal:		9,048		2,759		2,654

Totals for Form: Multifunct Fax Copiers Tele Syst Comput Equip (Total of all assets subtotaled above in this form category)

2015	870	428		412
2013	8,178	2,331		2,242
Total	9,048	2,759		2,654

Form: Schedule G - Supplies — **Depreciation:** Not Depreciated

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2017	1	139	100.00	139	96.210	134
Form Subtotal:		139		139		134

Totals for Form: Supplies (Total of all assets subtotaled above in this form category)

2017	139	139		134
Total	139	139		134

Form: Schedule H - Other PP — **Depreciation:** 10 YR Sched H

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2013	5	15,833	49.70	7,869	96.210	7,571
Form Subtotal:		15,833		7,869		7,571

Totals for Form: Other PP (Total of all assets subtotaled above in this form category)

2013	15,833	7,869		7,571
Total	15,833	7,869		7,571

Totals for Taxable

Cost	Dep Value	Assessed Value
78,673	**37,585**	**36,161**

** Percent Good is a composite of the percent good allowed and the trend factor if one is applicable*
** Values may differ slightly from the return due to rounding issues*
3.1

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Taxable - Detail

Form: Schedule D - Furniture, Fixtures and Office Equip — **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	907275	MS SHELVING	109	101	97
09-30-2016	2	802986	MS SHELVING	369	290	279
08-12-2013	5	621857	SHELVING -LOZIER	37,754	18,764	18,053
08-13-2013	5	622070	SHELVING INSTL	6,195	3,079	2,962
08-23-2013	5	622850	FIXTURE FREIGHT	2,176	1,081	1,040
08-23-2013	5	622851	FIXTURE FREIGHT	2,176	1,081	1,040
08-31-2013	5	623913	FLOOR SAFE	390	194	186
08-31-2013	5	623922	MS SHELVING	4,484	2,229	2,144
Form Subtotal:		8 Assets		53,652	26,818	25,802

26820

Totals for Form: Furniture, Fixtures and Office Equip — (Total of all assets subtotaled above in this form category)

2017	109	101	97
2016	369	290	279
2013	53,175	26,428	25,426
Total	53,652	26,818	25,802

Form: Schedule D-2 - Multifunct Fax Copiers Tele Syst Comput Equip — **Depreciation:** 6 YR Sched D-2

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
02-28-2015	3	696047	DYNAMIC T1 UPGRADE	870	428	412
08-31-2013	5	623251	XSERIES 3100	2,252	642	617
08-22-2013	5	625958	SV8100 9.5 BASIC PKG & INSTL	5,926	1,689	1,625
Form Subtotal:		3 Assets		9,048	2,759	2,654

2760

Totals for Form: Multifunct Fax Copiers Tele Syst Comput Equip — (Total of all assets subtotaled above in this form category)

2015	870	428	412
2013	8,178	2,331	2,242
Total	9,048	2,759	2,654

Form: Schedule G - Supplies — **Depreciation:** Not Depreciated

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	2017 SUP 4578	Supplies	139	139	134
Form Subtotal:		1 Asset		139	139	134

140

Totals for Form: Supplies — (Total of all assets subtotaled above in this form category)

2017	139	139	134
Total	139	139	134

Form: Schedule H - Other PP — **Depreciation:** 10 YR Sched H

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
06-21-2013	5	618850	73"X144"X24" DF MONUMENT SIGN	6,050	3,007	2,893
07-15-2013	5	621044	49" ORSF CLOUD SIGN	2,439	1,212	1,166
07-15-2013	5	621045	24" CHNNL LTRS ON WWAY	2,561	1,273	1,224
07-24-2013	5	621726	49" ORSF CLOUD SIGN INSTL	849	422	406
07-24-2013	5	621727	24" CHNNL LTRS ON WWAY INSTL	849	422	406
07-24-2013	5	621728	MONUMENT SIGN INSTL	849	422	406
08-31-2013	5	623917	MS INTERIOR D?COR	1,043	519	499

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

08-31-2013	5	623918	MS SIGNAGE	1,193	593	570
Form Subtotal:		8 Assets		15,833	7,869	7,571

7869

Totals for Form: Other PP	(Total of all assets subtotaled above in this form category)		
2013	15,833	7,869	7,571
Total	15,833	7,869	7,571

Totals for Taxable

Original Cost	**Dep Value**	**Assd Value**
78,673	37,585	36,161

37,589

Add/Delete Amounts Included in Previous Section (Listed For Information Purposes Only)

Sheboygan City, WI
2018 Business Personal Property Tax Return - 59281870030

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Taxable-Add - Detail

Form: Schedule D - Furniture, Fixtures and Office Equip — **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID		Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	907275		MS SHELVING	109	101	97
Form Subtotal:			1 Asset		109	101	97

Form: Schedule G - Supplies — **Depreciation:** Not Depreciated

Date Acq	Age	Asset ID		Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	2017 SUP 4578		Supplies	139	139	134
Form Subtotal:			1 Asset		139	139	134

Totals for Taxable-Add

Cost	Dep Value	Assessed Value
248	240	231

Add/Delete Amounts Included in Previous Section (Listed For Information Purposes Only)

Sheboygan City, WI
2018 Business Personal Property Tax Return - 59281870030

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Not Taxable-DISPOSED - Detail: For Information Only

Form: Schedule D - Furniture, Fixtures and Office Equip **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID	Date Disposed	Asset Description	Cost	Dep Value	Assd Value
11-30-2016	2	813323	09/30/2017	MS SHELVING	1	1	1
Form Subtotal:			1 Asset		1	1	1

Totals for Not Taxable-DISPOSED

Cost	Dep Value	Assessed Value
1	1	1

PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 764
Parcel #: 59281870030P
Alt. Parcel #:

O'REILLY AUTOMOTIVE STORES, INC
RYAN, LLC
PO BOX 9167
SPRINGFIELD MO 65801-9167

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2019
$1,847.57
-- OR --
Pay First Installment
By January 31, 2019
$1,847.57

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
MARTY HALVERSON, FINANCE DIR
828 CENTER AVENUE
SHEBOYGAN WI 53081
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	No Drive-thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30,
			12/25/18, 01/01/19 and 01/21/19.

ther Drop Off Sites:	None
rop Box:	Located at Temporary City Hall - 608 N. 9th Street, Sheboygan
ates Municipality Closed:	12/24/18, 12/25/18, 12/31/18, 1/1/19
nline Payments:	www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
ther Information:	Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
elephone.	920-459-3311

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2018
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 764
Correspondence should refer to parcel number
PARCEL#: 59281870030P

SEQ# 1264

Property Address
2829 CALUMET DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
Personal	Property	72,420	0.9048	Personal	Property	80,000

☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,666,451	1,683,104	297.35	410.22	38.0%
CITY OF SHEBOYGAN	13,335,856	13,418,661	529.00	717.64	35.7%
SHEBOYGAN	58,520,424	59,766,611	475.60	655.87	37.9%
LTC	2,827,594	2,897,907	46.44	63.84	37.5%
Total	76,350,325	77,766,283	1,348.39	1,847.57	37.0%
	First Dollar Credit				
	Lottery & Gaming Credit				
	Net Property Tax		1,348.39	1,847.57	37.0%

Gross Property Tax	1,847.57
First Dollar Credit	
Lottery Credit	
Net Property Tax	1,847.57

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2019
▶ $ 1,847.57

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-645D (R. 8-15)

School taxes reduced by school levy tax credit $ 142.77

IMPORTANT: 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 credits)
0.025511878

O'REILLY AUTOMOTIVE STORES, INC
RYAN, LLC #4578
PO BOX 9167
SPRINGFIELD MO 65801-9167

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN	586,149.00	18.32	2037

P.O. Box 1156 ♣ 233 S. Patterson
Springfield, MO 65801
Phone (417)-862-3333
www.oreillyauto.com

LETTER OF AUTHORIZATION

O'Reilly Automotive, Inc.

Hereby appoints Ryan, LLC as representative for the purpose of filing real estate and personal property statements, renditions, returns and/or assessment appeals, applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review, or Boards of Equalization; appearing on our behalf before said Boards; examining any records; and discussing with the appropriate governmental authorities the assessment and taxes billed of properties owned by this company. This Letter of Authorization encompasses any and all O'REILLY AUTOMOTIVE STORES, INC., OZARK AUTOMOTIVE DISTRIBUTORS, INC., O'REILLY AUTO ENTERPRISES, LLC, O'REILLY II AVIATION, INC., HI-LO AUTO SUPPLY L.P. and CSK AUTO CORPORATION/CSK Auto, Inc. (acquired through merger by O'Reilly Automotive, Inc.) corporate and subsidiary locations.

This authority shall take place effective as of January 1, 2018 and shall continue until revoked or superseded in writing by an officer of this company. Any and all previous authorizations duplicating this authority are hereby revoked.

Please send all forms, correspondence and value notices to the following address or alternative (ALT) address below as specified:

O'Reilly Auto Attn: Ryan, LLC
P.O. Box 9167
Springfield, Missouri 65801-9167
(312) 980-1122

ALT Address: _____

_____

( )_____-_____

❑ Use the ALT Address

See attached list of RE parcels and/or PP accounts. TY 2018/2019.

Subscribed and sworn before me
this 1 day of
February, 2018.

Notary Public

NANCY NELSON
Notary Public
Commissioned for Greene County
My Commission Expires: June 08, 2021
Commission Number: 17480734

O'Reilly Automotive, Inc.

Signature

Thomas McFall
Name

Executive V.P./CFO
Title

2-1-18
Date

Claim# 26-18

JAN 30 '19 AM 8:49

via email

311 S. Wacker Drive
Suite 4800
Chicago, IL 60606
Tel. 312.980.1122
Fax 312.980.1132

www.ryan.com

From the desk of:
Sue Len
(312) 980-1152
Sue.Len@ryan.com

On Behalf of:

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts #4578 [BPP #59281870030]
c/o Ryan, LLC
PO Box 9167
Springfield, MO 65801-9167

January 29, 2019

Via Certified Mail and due to the weather, via Email Also

Sheboygan City Clerk
Assessment Correction Claim
828 Center Avenue
Sheboygan, WI 53081

Dear Clerk/Assessor,

This issue was originally brought to the attention of the Assessor's Department by Ed Agnes, but he is no longer with Ryan, LLC. Darcie Beernink has been working with me. Per her instructions the tax bill has been paid. Also per her instructions, you are receiving this letter detailing the assessment correction we believe ought to be made.

Darcie has admitted that a clerical error was made on the part of the Assessor's Office. Per the rendition that was filed, the Total Assessed Value ought to be $37,590. However, according to the attached copy of the tax bill, the Total Assessed Value is $72,420.

If you note the attached reviewed rendtion page 1 in red: there is no subtotal line above $37,590. So, when the numbers were added up in order to be entered to the computer, **two errors occurred**. First, the 2,760 figure was missed. Second, the grand total of 37,590 was also added in. The correct Total Assessed Value ought to be $37,590.

Please mail the refund check to O'Reilly at the "on behalf of" address above.

If you have any questions or concerns, please contact me.

Sincerely,

Susan M. Len

Susan M. Len
Taxpayer's Representative

enclosures

Due date March 1, 2018	**Statement of Personal Property** **Assessment date – January 1, 2018**	**2018**

Filing Instructions – you must file this completed return with your local assessor on or before March 1, 2018. (sec. 70.35, Wis. Stats.) Report personal property not reported to the Wisconsin Department of Revenue's Manufacturing & Utility Bureau.

Confidentiality – under sec. 70.35(3), Wis. Stats., personal property returns filed with the local assessor are confidential records of the assessor's office.

Failure to File – if you do not file, your local assessor will estimate your property's value using the best information available. You will also be denied appeal rights with the Board of Review (BOR), under state law (sec. 70.35(4), Wis. Stats.).

Questions? – if you have questions on filing this form, contact your local assessor.

O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
O'Reilly Attn: Ryan, LLC
PO Box 9167
Springfield, MO 65801-9167

For Office Use Only	
School district	TID no.
Assessor name	Sheboygan City Assessor
Assessor address	Assessment Dept 828 Center Ave Ste 302 Sheboygan, WI 53081

Property Owner and Property Information *(agent, consignee or other representative)*

Property address: *(if different from above)* SHEBOYGAN, WI 53083-3839

Business type: Retail Auto Parts New

FEIN 44-0618012 Account no. 59281870030

NAICS code 441310 ☐ Town ☐ Village ☐ City

County Sheboygan Municipality Sheboygan City

Owner is: *(check box that applies)* ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

New owner information – complete this section if there was a change in ownership or the business is no longer in operation.

Type of change: *(check box that applies)*
☐ Discontinued ☐ Sold ☐ Incorporated ☐ Moved

Date of change:

New owner name
Property address
Mailing address c/o RYAN, LLC; PO Box 06116, Chicago, IL 60606-0116
Phone no. (312) 980-1147
Email

Preparer and Owner Information/Signature

I, the undersigned declare under penalties of law that I have personally examined this return and its completed schedules. To the best of my knowledge and belief, this return is true, correct and complete.

Preparer Susan M. Len		**Owner**
Name *(please print)* O'Reilly Attn: Ryan, LLC		Name *(please print)*
Address Springfield MO 65801-9167		Address
Phone 312-980-1152	Fax 312-980-1132	Phone / Fax
Email Sue.Len@ryan.com		Email
Signature Susan M Len	Date 02/27/2018	Signature / Date

RECEIVED CITY ASSESSOR

Schedule A – Personal Property Return (Assessment Summary as of January 1, 2018)

This schedule summarizes all taxable personal property from Schedules B through H. Line 10, Col. 3 is the total value of your taxable personal property within this municipality.

Col. 1 **Property Type**	*Col. 2* **Subtotal**	*Col. 3* **Total**	**For Office Use Only** **Class**	 *Col. 4*
1. Boats and watercraft *(from Sch. B)*			1	
2. Furniture, fixtures and office equipment *(from Sch. D)*	26818.18			26820
3. Multifunction fax machines, copiers, postage meters ... *(from Sch. D2)*	2758.85			2760
4. **Total of lines 2, 3**		0	3	
5. Building on leased land *(from Sch. E)*			4B	
6. Leased equipment *(property in charge of but not owned) (from Sch. F)*				
7. Supplies *(from Sch. G)*	139.09			140
8. All other personal property *(from Sch. H)*	7869.11			7870
9. **Total of lines 6, 7, 8**		0	4A	37590
10. **Total assessable – add lines 1, 4, 5, 9**		0		

Schedule B – Boats and Watercraft 2018

Report: All boats and watercraft subject to general property taxation. Review the *Composite Conversion Factors* and *Composite Useful Lives Table* on various equipment: revenue.wi.gov/Pages/Report/p.axpx#personal.

Col. 1 Description of Boats and Watercraft	Col. 2 Acquisition Year	Col. 3 Original Cost	Col. 4 Conversion Factor	Col. 5 Declared Value January 1	Col. 6 For Office Use Only
Total declared value					

*(**Note:** Attach additional sheets if needed)* *Enter Col. 5 Total on Sch. A, Line 1, Col. 3*

Schedule C – Machinery, Tools and Patterns 2018

Report: All machinery and shop equipment. Use the costs from your accounting records. Summarize the original asset costs by acquisition year as of January 1 of last year. Enter these costs in Col. 2. Enter any additions or deletions by acquisition year in Col. 3.

Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 (Col. 2 +/- Col. 3)	Col. 5 Conversion Factor (10-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 (Col. 4 x Col. 5)	Col. 7 For Office Use Only
2017						
2016						
2015						
2014						
2013						
2012						
2011						
2010						
2009						
2008						
All prior years						
Total						

Do Not Report

Schedule D – Furniture, Fixtures and Office Equipment 2018

Report: All furniture, fixtures and office equipment (e.g., office, store and professional furniture, fixtures and equipment, business and professional libraries, other assets related to the sales and administration of your business). Original Cost in Col. 4, should contain all costs of installation and freight, add-ons and sales tax.

Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 (Col. 2 +/- Col. 3)	Col. 5 Conversion Factor (10-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 (Col. 4 x Col. 5)	Col. 7 For Office Use Only
2017			108.67	.925	100.52	
2016			368.58	.786	289.7	
2015				.668		
2014				.574		
2013			53174.96	.497	26427.96	
2012				.426		
2011				.370		
2010				.318		
2009				.270		
2008				.238		
All prior years			0	.138	0	
Total			53652.21		26818.18	

Enter Col. 6 Total on Sch. A, Line 2, Col. 2

Schedule D1 – Exempt Computer Equipment & Software (Owned), Cash Registers & Single Function Fax Machines — 2018

- **Report:** 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. Review the *Computer Exemption Guidelines for Assessors and Property Owners* (revenue.wi.gov/pubs/slf/compexgd.pdf).
- **Do not report:** Custom software
- **Note:** Per state law (sec. 70.36(1m), Wis. Stats.), any person, firm or corporation that fails to include information on exempt property under sec. 70.11(39) and sec. (39m) will owe $10 for every $100 or major fraction that is not reported (sec. 70.35, Wis. Stats.).

Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 (Col. 2 +/- Col. 3)	Col. 5 Conversion Factor (4-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 (Col. 4 x Col. 5)	Col. 7 For Office Use Only
2017						
2016						
2015						
2014						
2013						
2012						
2011						
All prior years						
Total						
				Total leased equipment from Sch. F, Col. 7		
				Combined totals		

Do Not Report

Schedule D2 – Mulifunction Faxes, Copiers, Postage Meters, Telephone Systems, and Computerized Equipment — 2018

Report: All multifunction fax machines, copiers, postage meters, telephone systems (PBXs), and equipment with embedded computerized components.

Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 (Col. 2 +/- Col. 3)	Col. 5 Conversion Factor (6-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 (Col. 4 x Col. 5)	Col. 7 For Office Use Only
2017				.875		
2016				.656		
2015			870	.492	428.04	
2014				.373		
2013			8178.29	.285	2330.81	
2012				.216		
All prior years			0	.122	0	
Total					2758.85	

Enter Col. 6 Total on Sch. A, Line 3, Col. 2

Schedule E – Buildings on Leased Land — 2018

Report: Buildings, structures and other improvements you own, but are located on land that you do not own. They are valued in the same manner as improvements located on land that is owned by you. Enter your opinion of value in Col. 4.

Col. 1 Property Description	Col. 2 Acquisition Year	Col. 3 Original Cost	Col. 4 Opinion of Value January 1	Col. 5 For Office Use Only
Total declared value				

Enter Col. 4 Total on Sch. A, Line 5, Col. 3

Schedule F – Leased Equipment (Property in charge of but not owned) 2018

Report: All leased equipment (e.g., business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices) and similar items loaned, leased, stored or otherwise held and not owned by you. These items may or may not be assessed to you. Often, leases state whether the owner or the lessee is responsible for the personal property taxes. Review the *Composite Conversion Factors* and *Composite Useful Lives* on various equipment: revenue.wi.gov/Pages/Report/p.aspx#personal.

Col. 1 **Name and Address of Leasing Company***	*Col. 2* **Equipment Type and Lease No.**	*Col. 3* **Gross Annual Rent**	*Col. 4* **Installation Year**	*Col. 5* **Original Cost**	*Col. 6* **Indexed Value Taxable Equipment**	*Col. 7* **For Office Use Only**

*Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

Totals

Enter Col. 6 Total on Sch. A, Line 6, Col. 2

Schedule G – Supplies 2018

Report: Your supplies inventory. Report items that are in your possession on January 1 and are expensed and not subject to resale, but are necessary in the conduct of business and are consumed in the operations of providing customer services. **Supplies include:** Items used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning

Supplies inventory – January 1, 2018 ..... $ 139.09

Enter amount on Sch. A, Line 7, Col. 2

Schedule H – All Other Personal Property, Leasehold Improvements, Signs, Billboards, Logs and Forest Products, Improvements on Exempt Land, Improvements on Forest Cropland or Managed Forestland 2018

Report: All leasehold improvements and other personal property not previously reported on other schedules. Report improvements on exempt land and privately owned structures, billboards, cable television towers or special taxed land. Review the *Composite Conversion Factors* and *Composite Useful Lives Table* on various equipment: revenue.wi.gov/Pages/Report/p.aspx#personal.

Leasehold improvements – any alterations, additions or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in Col. 3.

Include: Logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing that type of property

Exclude: Merchant's or manufacturing stock.

Col. 1 **Acquisition Year**	*Col. 2* **Property Description**	*Col. 3* **Acquisition Cost**	*Col. 4* **Conversion Factor**	*Col. 5* **Declared Value January 1**	*Col. 6* **For Office Use Only**
			Total	7869.11	

Enter Col. 5 Total on Sch. A, Line 8, Col. 2

Lease or Asset Information

For each property you are leasing, provide the following: *(attach additional sheets if necessary)*

Property

Term Start _____ *(mm-yyyy)* End _____ *(mm-yyyy)*

Square footage – leased area _____ Sq. Ft.

Annual rent $ _____

Sales/rent

If your sales are the basis for your rent, enter percentage of sales you pay as rent. _____ % Amount paid $ _____

Rent includes: *(check all that apply)* ☐ Electric ☐ Heat ☐ Real estate taxes ☐ Parking ☐ Common area maintenance ☐ Other *(describe)*

Sheboygan City, WI
2018 Business Personal Property Tax Return - 59281870030

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Taxable - Summary

Form: Schedule D - Furniture, Fixtures and Office Equip — **Depreciation:** 10 YR Sched D

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2017	1	109	92.50	101	96.210	97
2016	2	369	78.60	290	96.210	279
2013	5	53,175	49.70	26,428	96.210	25,426
Form Subtotal:		53,652		26,818		25,802

Totals for Form: Furniture, Fixtures and Office Equip (Total of all assets subtotaled above in this form category)

2017	109	101		97
2016	369	290		279
2013	53,175	26,428		25,426
Total	53,652	26,818		25,802

Form: Schedule D-2 - Multifunct Fax Copiers Tele Syst Comput Equip — **Depreciation:** 6 YR Sched D-2

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2015	3	870	49.20	428	96.210	412
2013	5	8,178	28.50	2,331	96.210	2,242
Form Subtotal:		9,048		2,759		2,654

Totals for Form: Multifunct Fax Copiers Tele Syst Comput Equip (Total of all assets subtotaled above in this form category)

2015	870	428		412
2013	8,178	2,331		2,242
Total	9,048	2,759		2,654

Form: Schedule G - Supplies — **Depreciation:** Not Depreciated

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2017	1	139	100.00	139	96.210	134
Form Subtotal:		139		139		134

Totals for Form: Supplies (Total of all assets subtotaled above in this form category)

2017	139	139		134
Total	139	139		134

Form: Schedule H - Other PP — **Depreciation:** 10 YR Sched H

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2013	5	15,833	49.70	7,869	96.210	7,571
Form Subtotal:		15,833		7,869		7,571

Totals for Form: Other PP (Total of all assets subtotaled above in this form category)

2013	15,833	7,869		7,571
Total	15,833	7,869		7,571

Totals for Taxable

Cost	Dep Value	Assessed Value
78,673	**37,585**	**36,161**

** Percent Good is a composite of the percent good allowed and the trend factor if one is applicable*
** Values may differ slightly from the return due to rounding issues*

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Taxable - Detail

Form: Schedule D - Furniture, Fixtures and Office Equip — **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	907275	MS SHELVING	109	101	97
09-30-2016	2	802986	MS SHELVING	369	290	279
08-12-2013	5	621857	SHELVING -LOZIER	37,754	18,764	18,053
08-13-2013	5	622070	SHELVING INSTL	6,195	3,079	2,962
08-23-2013	5	622850	FIXTURE FREIGHT	2,176	1,081	1,040
08-23-2013	5	622851	FIXTURE FREIGHT	2,176	1,081	1,040
08-31-2013	5	623913	FLOOR SAFE	390	194	186
08-31-2013	5	623922	MS SHELVING	4,484	2,229	2,144
Form Subtotal:		8 Assets		53,652	26,818	25,802

Totals for Form: Furniture, Fixtures and Office Equip (Total of all assets subtotaled above in this form category)

2017	109	101	97
2016	369	290	279
2013	53,175	26,428	25,426
Total	53,652	26,818	25,802

Form: Schedule D-2 - Multifunct Fax Copiers Tele Syst Comput Equip — **Depreciation:** 6 YR Sched D-2

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
02-28-2015	3	696047	DYNAMIC T1 UPGRADE	870	428	412
08-31-2013	5	623251	XSERIES 3100	2,252	642	617
08-22-2013	5	625958	SV8100 9.5 BASIC PKG & INSTL	5,926	1,689	1,625
Form Subtotal:		3 Assets		9,048	2,759	2,654

Totals for Form: Multifunct Fax Copiers Tele Syst Comput Equip (Total of all assets subtotaled above in this form category)

2015	870	428	412
2013	8,178	2,331	2,242
Total	9,048	2,759	2,654

Form: Schedule G - Supplies — **Depreciation:** Not Depreciated

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	2017 SUP 4578	Supplies	139	139	134
Form Subtotal:		1 Asset		139	139	134

Totals for Form: Supplies (Total of all assets subtotaled above in this form category)

2017	139	139	134
Total	139	139	134

Form: Schedule H - Other PP — **Depreciation:** 10 YR Sched H

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
06-21-2013	5	618850	73"X144"X24" DF MONUMENT SIGN	6,050	3,007	2,893
07-15-2013	5	621044	49" ORSF CLOUD SIGN	2,439	1,212	1,166
07-15-2013	5	621045	24" CHNNL LTRS ON WWAY	2,561	1,273	1,224
07-24-2013	5	621726	49" ORSF CLOUD SIGN INSTL	849	422	406
07-24-2013	5	621727	24" CHNNL LTRS ON WWAY INSTL	849	422	406
07-24-2013	5	621728	MONUMENT SIGN INSTL	849	422	406
08-31-2013	5	623917	MS INTERIOR D?COR	1,043	519	499

** Percent Good is a composite of the percent good allowed and the trend factor if one is applicable*
** Values may differ slightly from the return due to rounding issues*

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

08-31-2013 5 623918	MS SIGNAGE	1,193	593	570
Form Subtotal:	8 Assets	15,833	7,869	7,571

Totals for Form: Other PP (Total of all assets subtotaled above in this form category)

2013	15,833	7,869	7,571
Total	15,833	7,869	7,571

Totals for Taxable

Original Cost	**Dep Value**	**Assd Value**
78,673	37,585	36,161

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Taxable-Add - Detail

Form: Schedule D - Furniture, Fixtures and Office Equip — **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID		Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	907275		MS SHELVING	109	101	97
Form Subtotal:			1 Asset		109	101	97

Form: Schedule G - Supplies — **Depreciation:** Not Depreciated

Date Acq	Age	Asset ID		Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	2017 SUP 4578		Supplies	139	139	134
Form Subtotal:			1 Asset		139	139	134

Totals for Taxable-Add

Cost	Dep Value	Assessed Value
248	**240**	**231**

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts
FEIN: 44-0618012
Location ID: 4578
Account #: 59281870030

OReilly Auto Parts Store #4578
2829 CALUMET DR
SHEBOYGAN, WI 53083-3839

Not Taxable-DISPOSED - Detail: For Information Only

Form: Schedule D - Furniture, Fixtures and Office Equip **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID	Date Disposed	Asset Description	Cost	Dep Value	Assd Value
11-30-2016	2	813323	09/30/2017	MS SHELVING	1	1	1
Form Subtotal:			1 Asset		1	1	1

Totals for Not Taxable-DISPOSED

Cost	Dep Value	Assessed Value
1	1	1

PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 764
Parcel #: 59281870030P
Alt. Parcel #:

O'REILLY AUTOMOTIVE STORES, INC
RYAN, LLC
PO BOX 9167
SPRINGFIELD MO 65801-9167

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2019
$1,847.57
-- OR --
Pay First Installment
By January 31, 2019
$1,847.57

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
MARTY HALVERSON, FINANCE DIR
828 CENTER AVENUE
SHEBOYGAN WI 53081
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	No Drive-thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30,
			12/25/18, 01/01/19 and 01/21/19.

ther Drop Off Sites: None
rop Box: Located at Temporary City Hall - 606 N. 9th Street, Sheboygan
ates Municipality Closed: 12/24/18, 12/25/18, 12/31/18, 1/1/19
nline Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
ther Information: Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
elephone: 920-459-3311

Property Address
2829 CALUMET DR

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2018
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 764
Correspondence should refer to parcel number
PARCEL#: 59281870030P

SEQ# 1284

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
Personal	Property	72,420	0.9048	Personal	Property	80,000

☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,666,451	1,683,104	297.35	410.22	38.0%
CITY OF SHEBOYGAN	13,335,856	13,418,661	529.00	717.64	35.7%
SHEBOYGAN	58,520,424	59,766,611	475.60	655.87	37.9%
LTC	2,827,594	2,897,907	46.44	63.84	37.5%
Total	76,350,325	77,766,283	1,348.39	1,847.57	37.0%
	First Dollar Credit				
	Lottery & Gaming Credit				
	Net Property Tax		1,348.39	1,847.57	37.0%

Gross Property Tax	1,847.57
First Dollar Credit	
Lottery Credit	
Net Property Tax	1,847.57

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2019
▶ $ 1,847.57

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

School taxes reduced by school levy tax credit: $ 142.77

IMPORTANT: 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 credits)
0.025511878

O'REILLY AUTOMOTIVE STORES, INC
RYAN, LLC #4578
PO BOX 9167
SPRINGFIELD MO 65801-9167

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN	586,149.00	18.32	2037

PA-648S (R. 8-15)

O'Reilly AUTO PARTS
PROFESSIONAL PARTS PEOPLE

P.O. Box 1156 ✦ 233 S. Patterson
Springfield, MO 65801
Phone (417)-862-3333
www.oreillyauto.com

LETTER OF AUTHORIZATION

O'Reilly Automotive, Inc.

Hereby appoints Ryan, LLC as representative for the purpose of filing real estate and personal property statements, renditions, returns and/or assessment appeals, applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review, or Boards of Equalization; appearing on our behalf before said Boards; examining any records; and discussing with the appropriate governmental authorities the assessment and taxes billed of properties owned by this company. This Letter of Authorization encompasses any and all O'REILLY AUTOMOTIVE STORES, INC., OZARK AUTOMOTIVE DISTRIBUTORS, INC., O'REILLY AUTO ENTERPRISES, LLC, O'REILLY II AVIATION, INC., HI-LO AUTO SUPPLY L.P. and CSK AUTO CORPORATION/CSK Auto, Inc. (acquired through merger by O'Reilly Automotive, Inc.) corporate and subsidiary locations.

This authority shall take place effective as of January 1, 2018 and shall continue until revoked or superseded in writing by an officer of this company. Any and all previous authorizations duplicating this authority are hereby revoked.

Please send all forms, correspondence and value notices to the following address or alternative (ALT) address below as specified:

O'Reilly Auto Attn: Ryan, LLC
P.O. Box 9167
Springfield, Missouri 65801-9167
(312) 980-1122

ALT Address: _____

_____

( )_____-_____

☐ Use the ALT Address

See attached list of RE parcels and/or PP accounts. TY 2018/2019.

Subscribed and sworn before me
this 1 day of
February, 2018.

Notary Public

NANCY NELSON
Notary Public
Commissioned for Greene County
My Commission Expires: June 08, 2021
Commission Number: 17480734

O'Reilly Automotive, Inc.

Signature

Thomas McFall
Name

Executive V.P./CFO
Title

2-1-18
Date

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. No. 343-18-19 (R.O. No. 215-18-19) is a claim from Ryan, LLC on behalf of O'Reilly Automotive Stores, Inc. for alleged incorrect assessed value of their property.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: March 11, 2020 **MEETING DATE:** March 23, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
R.C. No. 343-18-19 (R.O. No. 215-18-19) is a claim from Ryan, LLC on behalf of O'Reilly Automotive Stores, Inc. for alleged incorrect assessed value of their property.

STAFF COMMENTS:
City staff has reviewed the above claims and under the authorization by the Common Council, Resolution No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to pay the O'Reilly Automotive Parts, LLC claim in the amount of $952.92 due to a clerical error.

ACTION REQUESTED:
Motion to recommend the Common Council accept and file documents R.C. No. 343-18-19 (R.O. No. 215-18-19).

ATTACHMENTS:
I. R.C 343-18-19 (R.O. 215-18-19).

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 158-19-20 is a claim from Scott Brown for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: March 11, 2020 **MEETING DATE:** March 23, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
R.O. No. 158-19-20 is a claim from Scott Brown for alleged damages to his vehicle when he hit a hole in the road at the intersection of Indiana Avenue and South 13th Street.

STAFF COMMENTS:
City staff has reviewed the above claims and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:
Motion to recommend the Common Council accept and file document R.O. No. 158-19-20.

ATTACHMENTS:
I. R.O. No. 158-19-20

II

3.7

R. O. No. 158 - 19 - 20. By CITY CLERK. February 17, 2020.

Submitting a claim from Scott Brown for alleged damages to his vehicle when he hit a hole in the road at the intersection of Indiana Avenue and S. 13th Street.

Finance
Personnel

CITY CLERK

DATE RECEIVED 2-11-2020 RECEIVED BY MKC

CLAIM NO. 29-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 11 '20 PM 4:03

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

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

1. Name of Claimant: Scott Brown
2. Home address of Claimant: 1267 Meadowbrook ct. Cleveland Wi., 53015
3. Home phone number: 920-980-8029
4. Business address and phone number of Claimant: n/a
5. When did damage or injury occur? (date, time of day) 1/28/2020, 4:15 pm
6. Where did damage or injury occur? (give full description) Incident took place at the rail road crossing near the intersection of Indiana and S 13th st.
7. How did damage or injury occur? (give full description) I was heading east on Indiana when I noticed that there was a large section of road missing in front of the train tracks. I swerved hard to the south to try to miss the hole. I did not miss it, catching the very end of it towards the south. I hit going approximately 20-25 mph. There was a significant impact to the front left wheel.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: The road was missing a significant amount of material.

   (b) Claimant's statement of basis for such liability: The city is in charge of keeping the roads safe and drivable.

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

The wheel sustained a significant dent and minor fractures. The tire developed a bulge in the sidewall. After inspection by Pomp's tire, the wheel is usable and safe. I'm not pursuing compensation for the wheel, only the tire.

11. Name and address of any other person injured: n/a

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

Auto:	$223.69
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$223.69

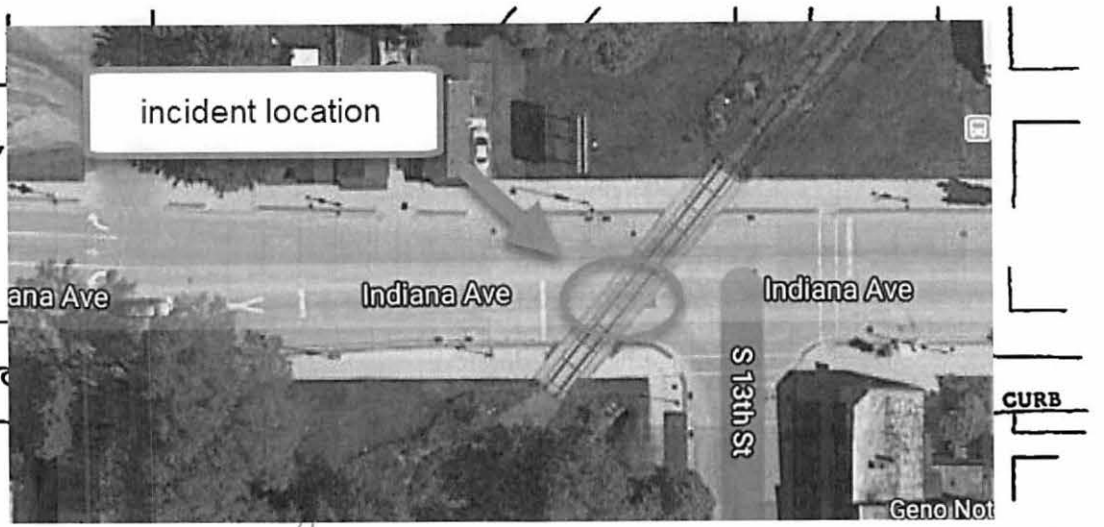
Damaged vehicle (if applicable)

Make: VW Model: CC Year: 2011 Mileage: 103,000

Names and addresses of witnesses, doctors and hospitals: n/a

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

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



SIGNATURE OF CLAIMANT Scott Brown DATE 2/10/2020

DATE RECEIVED 2-11-2020 RECEIVED BY MKC

CLAIM NO. 29-19

CLAIM

Claimant's Name:	Scott Brown	Auto	$223.69
Claimant's Address:	1267 Meadowbrook ct.	Property	$
	Cleveland wi. 53015	Personal Injury	$
Claimant's Phone No.	920-980-8029	Other (Specify below)	$
		TOTAL	$ 223.69

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

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

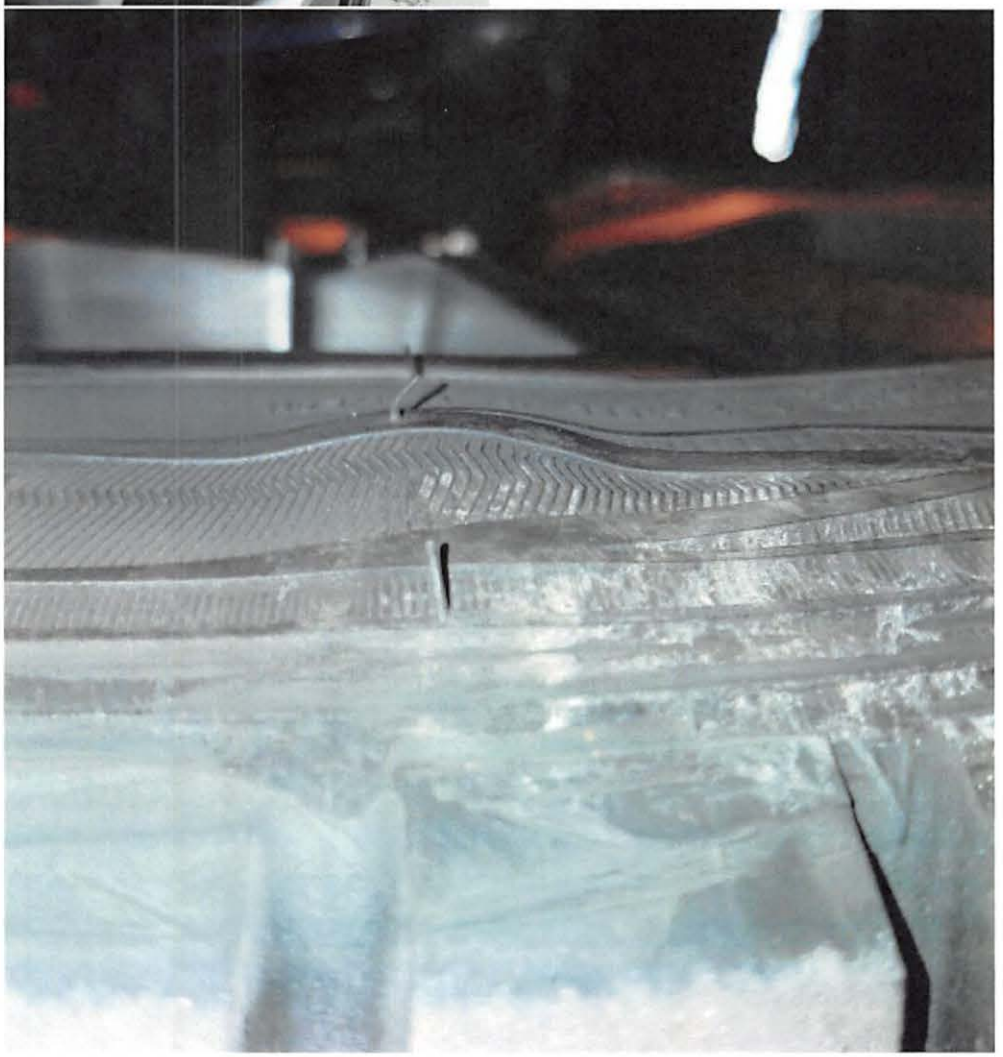
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $223.69.

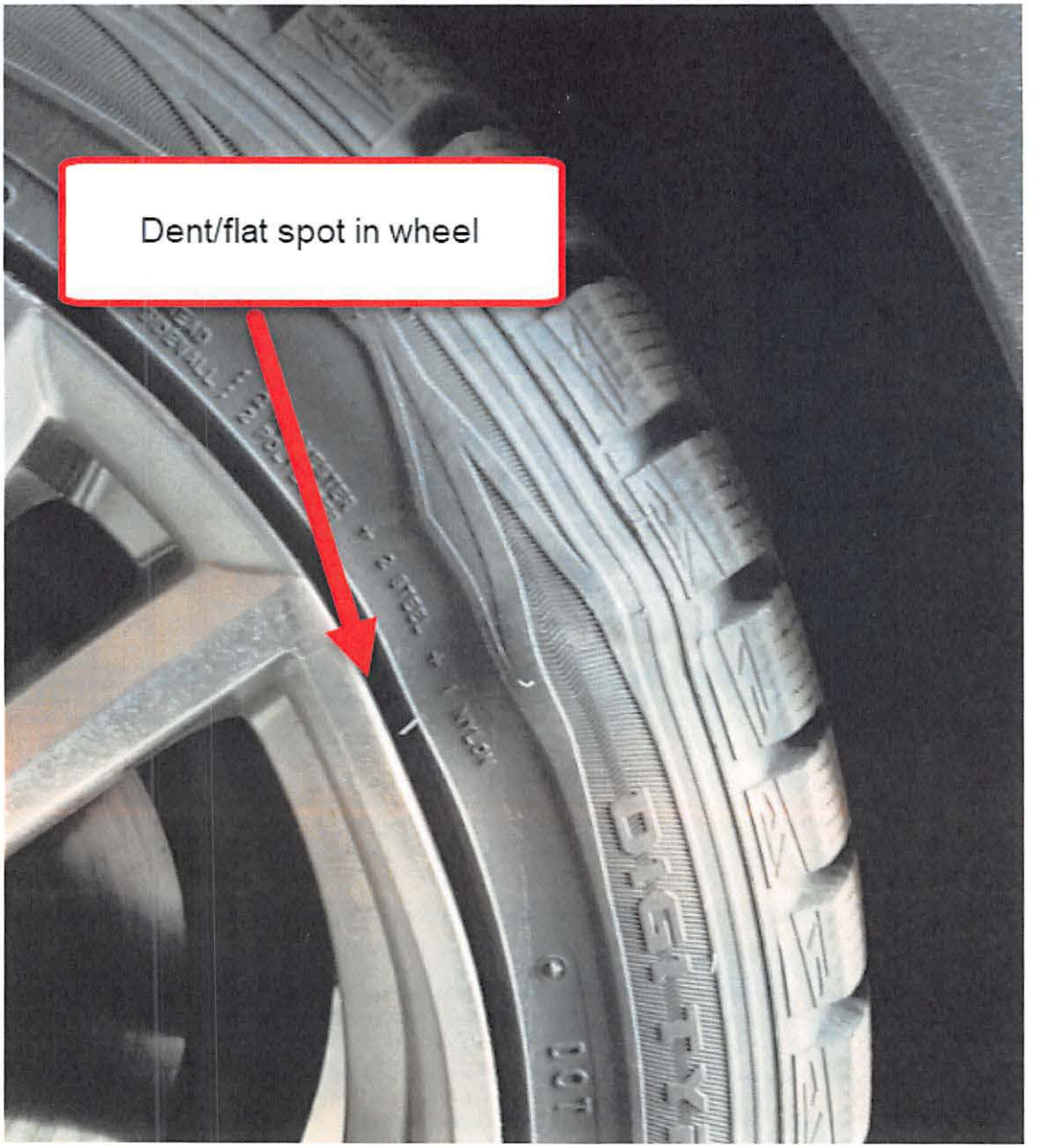
SIGNED Scott Brown DATE: 2/10/2020

ADDRESS: 1267 Meadowbrook ct. Cleveland wi. 53015

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081






Dent/flat spot in wheel

POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
ATTN: AR DEPARTMENT
P.O. BOX 1630
GREEN BAY, WI 54305-1630

POMP'S TIRE-SHEBOYGAN
4016 HWY 42

SHEBOYGAN, WI 53083

920/457-4814

INVOICE #: 70090430

PAGE: 1

CUSTOMER: SCOTT BROWN
1267 MEADOWBROOKE CT
482
CLEVELAND,WI
53015

CREATED BY CM
PRIMARY: 920/980-8029 0 VEHICLE: 2011 VOLKSWAGEN CC LUXURY
SALESMAN: CHRISTOPHER MCDOWELL LICENSE: 172GXP WI MILEAGE: 103510
ENGINE: Turbo L4 F
VIN: WVWHP7AN5BE714827
INVOICE DATE: 02/04/20 TERMS: DUE ON DELIVERY

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
1 235/45TR17 DUNLOP WINTER MAXX MISPAS		1	192.03		192.03
PASS SPIN BALANCE	728	1.00	16.99		16.99
RUBBER VALVE OR TPMS REBUILD KIT		1	3.00		3.00

Registration: Serial U20L3MSR2115 Quantity 1
VEHICLE HAS AFTERMARKET WHEELS ON IT AND TPMS LIGHT IS ON AND FLASHING

MERCHANDISE:	195.03
LABOR:	16.99
SALES TAX:	11.67
INVOICE TOTAL:	223.69

CUSTOMER COPY

VISA/MASTERCARD/DISCOVER #1 223.69
Acct #: Debit****5518 Auth: DEBIT: :174889112::143790

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wis Dept of Agriculture, Trade and Consumer Protection, P O Box 8911, Madison, WI 53708-8911.

LUG NUTS MUST BE RE-TORQUED AFTER 50-100 MILES.

Printed Name_____ Signature Scott Brown

Dealer Info

WAL-MART SUPERCENTER #3324
4433 VANGUARD DR
SHEBOYGAN, WI 53083

(920) 459-9410

Name	Description	Qty	Retail Cost	Total
556257149	235/45R17XL 97H MIC X-ICE Xi3 DIR	1	$205.00	$205.00
Road Hazard Warranty* ($10 per tire)	Provides coverage for tire replacement due to non-repairable damages Includes free flat repair Available in over 2,500 locations nationwide * See full warranty for details	1	$10.00	$10.00
Lifetime Tire Balance ($12 per tire)		1	$12.00	$12.00
Valve Stems / TPMS Service Packs		1	$3.00	$3.00

Taxes not included. Additional state fees and disposal fees may apply

Sub Total	**$230.00**
Tax	**$0.00**
Total	**$230.00**

244.24

235/45R17XL
235/45R17XL 97H MIC X-ICE Xi3 DIR



Keep up the pace safely this winter with the Michelin X-Ice Xi3 tire. Designed with Michelin's premier technology, this tire delivers optimum cold-weather protection while maintaining high-speed excellence, so you can stay secure and still enjoy your ride. With a tread crafted to ensure excellent traction and enhanced cornering and braking performance, the X-Ice Xi3 will keep you moving, despite the ice and snow.

Features

- Teardrop vertical sipes reinforce the tread block and effectively regulate shear stress for high-speed driving
- MaxTouch Construction; maximizes tire-road contact for better acceleration, braking, and cornering, plus a longer tread life
- Unique tread design with many biting edges provides grip, stability, long-life, and 10% better stopping power on ice than the competition

Load/Speed	97H	Overall Diameter	25.35
Mileage Warranty	40K	Rim Width Max	9
Sidewall	Black Wall	Rim Width Min	7.5
SHIP_WEIGHT	23.0	Season Designation	Winter
Asymmetrical	N	Studdable	N
Directional	Y	Tread Depth	10.5
Extended Mobility	N		
Max Load Single	1609@50		

II

4.4

R. O. No. 140 - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting a claim from the Sheboygan Area School District for recovery of 2019 property tax on Parcel No. 59281106170 and Parcel No. 59281106200.

CITY CLERK

Finance + Personnel

JAN 16 '20 PM 4:20

SHEBOYGAN AREA SCHOOL DISTRICT

Learning Today. Leading Tomorrow.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3955
Fax: (920) 459-4300

27-19

January 16, 2020

Meredith DeBruin
City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Ms. DeBruin,

The Sheboygan Area School District wishes to file a claim for recovery of the 2019 property tax on parcel # 59281106170 in the amount of $1,576.68 and parcel # 59281106200 in the amount of $18,159.42.

The basis for this claim is Wisconsin state statue 74.33(c), *The property is exempt by law from taxation*, and Wisconsin state statute 70.11(2) *property owned by any school district*.

In addition to the property tax, a Business Incremental charge of $250.00 and $1,961.29 was added to these tax bills. Please advise on how to file a claim for a refund of these charges.

This property was owned by the district for the entirety of 2019.

Please let me know if you need anything further from the district.

Sincerely,

Mark J. Boehlke

Mark Boehlke
Assistant Superintendent, Business and Operational Services
mboehlke@gmail.com
920-459-3955

JAN 16 '20 PM 4:20

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 140-19-20 is a claim from the Sheboygan Area School District for recovery of 2019 property taxes on Parcel No. 59281106170 and Parcel No. 59281106200.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 1, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
R.O. No. 140-19-20 is a claim from the Sheboygan Area School District for recovery of 2019 property tax on Parcel No. 59281106170 and Parcel No. 59281106200.

STAFF COMMENTS:
City staff has reviewed the above claim and under the authorization by the Common Council Resolution No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to pay the Sheboygan Area School District claim in the amount of $19,736.10.

ACTION REQUESTED:
Motion to recommend the Common Council accept and file R.O. No 140-19-20.

ATTACHMENTS:
I. R.O. No. 140-19-20.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Claims to be referred to the Finance and Personnel Committee of the new Common Council.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: April 1, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

City Staff has reviewed the following claims:

- R.O. No. 162-16-17/R.C. No. 414-16-17/R.C. No. 282-17-18/R.C. No. 313-18-19 Notice of Claim for damages of Mary Heitzmann.
- R.O. No. 161-16-17/R.C. No. 413-16-17/R.C. No. 281-17-18/R.C. No. 312-18-19 Notice of Claim for damages of Kurt Klessig.
- R.O. No. 110-18-19/R.C. No. 328-18-19 Claim from Sperling Law Offices LLC on behalf of Vicki Vurinovich for alleged injuries.
- R.O. No. 143-18-19/R.C. No. 332-18-19 Notice of Claim from the Department of Natural Resources for alleged noncompliance.
- R.O. No. 214-18-19/R.C. No. 342-18-19 Claim from Kailee Ridenour for alleged injuries from slip and fall.
- R.O. No. 241-18-19/R.C. No. 347-18-19 Pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice.
- R.O. No. 64-19-20 Claim from Jon Erlien for alleged damages to his vehicle.
- R.O. No. 91-19-20 Notice of Claim from Mary Sommersberger for alleged injuries.
- R.O. No. 175-19-20 Claim from West Bend Insurance on behalf of Roger Rodewald for alleged vehicle damages.
- R.O. No. 122-19-20 Notice of Claim from Heuer Law Offices, S.C. on behalf of Mollie Leffin for alleged damages to her vehicle.
- R.O. No. 92-19-20 Notice of Claim from American Family Insurance on behalf of Mollie Leffin for alleged damages to her vehicle.

STAFF COMMENTS:

These claims need additional information and to be referred to the Finance and Personnel Committee of the new Common Council.

ACTION REQUESTED:

Motion to recommend the Common Council refer the following documents to the Finance and Personnel Committee of the new Common Council.

- R.O. No. 162-16-17/R.C. No. 414-16-17/R.C. No. 282-17-18/R.C. No. 313-18-19 Notice of Claim Mary Heitzmann.
- R.O. No. 161-16-17/R.C. No. 413-16-17/R.C. No. 281-17-18/R.C. No. 312-18-19 Notice of Claim Kurt Klessig.
- R.O. No. 110-18-19/R.C. No. 328-18-19 Claim from Sperling Law Offices LLC on behalf of Vicki Vurinovich.
- R.O. No. 143-18-19/R.C. No. 332-18-19 Notice of Claim from the Department of Natural Resources.
- R.O. No. 214-18-19/R.C. No. 342-18-19 Claim from Kailee Ridenour.
- R.O. No. 241-18-19/R.C. No. 347-18-19 Pending claim from Caleb Sanders.
- R.O. No. 64-19-20 Claim from Jon Erlien.
- R.O. No. 91-19-20 Notice of Claim from Mary Sommersberger.
- R.O. No. 175-19-20 Claim from West Bend Insurance on behalf of Roger Rodewald.
- R.O. No. 122-19-20 Notice of Claim from Heuer Law Offices, S.C. on behalf of Mollie Leffin.
- R.O. No. 92-19-20 Notice of Claim from American Family Insurance on behalf of Mollie Leffin

ATTACHMENTS:
None

II

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R. O. No. 123 - 19 - 20. By CITY CLERK. December 16, 2019.

Submitting a Summons and Complaint in the matter of Cincinnati Insurance Company a/s/o Steve and Audrey Simons vs City of Sheboygan et al.

Finance + Personnel

CITY CLERK

FILED
12-06-2019
Sheboygan County
Clerk of Circuit Court
2019CV000634
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Cincinnati Insurance Company a/s/o Steve and Audrey Simons vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000634
Class Code: Property Damage

MKC 12-11-19

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date: 12/11/19 Time: 12:52 am/pm
( ) Personal (X) Substitute
( ) Posted (X) Corporate

DEC 11 '19 PM12:57

Case number 2019CV000634 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

DEC 11 '19 PM12:56

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 97ea17

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 9, 2019

FILED
12-06-2019
Sheboygan County
Clerk of Circuit Court
2019CV000634
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

CINCINNATI INSURANCE COMPANY a/s/o STEVE and AUDREY SIMONS,

4312 S. 12th Street
Sheboygan, WI 53081

Plaintiff,

v.

CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN,

828 Center Avenue
Suite 210
Sheboygan, WI 53081

Defendants.

SUMMONS

Case No.

Case Code: 30201

SUMMONS

TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

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

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes.

The answer must be sent or delivered to the Circuit Court of Sheboygan County, whose address is 615 N. 6th Street, Sheboygan, WI 53081 and to THOMPSON, BRODY & KAPLAN, LLP, plaintiff's counsel, whose address is 161 N. Clark Street, Suite 3575, Chicago, Illinois 60601. You may have an attorney help or represent you.

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

Dated this 6th day of December, 2019.

/s/ Matthew S. McLean

By: Matthew S. McLean

Matthew S. McLean, Esq. (SBN# 1166985)
Thompson, Brody & Kaplan, LLP
161 North Clark Street, Suite 3575
Chicago, IL 60601
Phone No. (312) 782-9320
Fax No. (312) 782-3787
E-Mail: mclean@tbkllp.com

FILED
12-06-2019
Sheboygan County
Clerk of Circuit Court
2019CV000634
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

CINCINNATI INSURANCE COMPANY a/s/o STEVE and AUDREY SIMONS,

Plaintiff,

v.

CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN,

Defendants.

Case No.

Case Code: 30201

COMPLAINT

NOW COMES the Plaintiff, CINCINNATI INSURNACE COMPANY as subrogee of STEVE and AUDREY SIMONS, by and through its attorneys, THOMPSON BRODY & KAPLAN, LLP, and hereby alleges the following for its Complaint against the Defendants, CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN:

COMMON ALLEGATIONS

1. At all times relevant, the insureds, STEVE and AUDREY SIMONS (hereinafter referred to as the "Simons"), were individuals residing at 4312 S. 12th Street in Sheboygan, Wisconsin 53081.

2. At all times relevant, the Plaintiff, CINCINNATI INSURANCE COMPANY (hereinafter referred to as "Cincinnati Insurance"), was an insurance company licensed to do business in Wisconsin and to issue automobile insurance policies to individuals within Wisconsin such as the insureds, the Simons.

3. At all times relevant, the Simons owned a 2014 Ford Escape, which was driven by the Simons on the date of this collision.

4. At all times relevant, the Simons purchased and maintained an automobile insurance policy with the Plaintiff, Cincinnati Insurance, that provided coverage for the subject 2014 Ford Escape, and this policy was in full force and effect on March 25th, 2019, the date of the loss.

5. At all times relevant, the Defendant, CITY OF SHEBOYGAN was a municipality located at 828 Center Avenue in Sheboygan, Wisconsin, and the Defendant, BRIAN SCHMITT, was an employee working within the scope of his employment for the City of Sheboygan. The City and Mr. Schmitt will be collectively referred herein as the "Defendants."

6. At all times relevant, the City owned a Street Cleaning Truck which was operated by Brian Schmitt, in his scope of employment for the City.

7. On March 25th, 2019, Brian Schmitt was driving and operating the Street Cleaning Truck in a northbound direction on South 12th Street in Sheboygan, Wisconsin.

8. On March 25th, 2019, Brian Schmitt, stopped the subject Street Cleaning Truck and began reversing his vehicle.

9. On March 25th, 2019, Mr. Simons was driving the 2014 Ford Escape in a northbound direction on South 12th Street in Sheboygan, Wisconsin.

10. On March 25th, 2019, the Street Cleaning Truck collided with the rear passenger side of the Simons' 2014 Ford Escape.

11. As a result of the collision, the Simons' 2014 Ford Escape sustained damage to the rear passenger side of the vehicle.

COUNT I
BRIAN SCHMITT
(Negligence)

12. The Plaintiff hereby restates and realleges Paragraphs 1-11 of the Common Allegations above as Paragraph 12 of Count I, and incorporate them herein.

13. At all times relevant, the Street Cleaning Truck was not properly equipped with a functioning reverse/back-up alarm.

14. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to operate the Street Cleaning Truck in an attentive, safe, non-negligent and non-careless manner.

15. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to obey all applicable Wisconsin traffic laws and traffic signals while operating the Street Cleaning Truck.

16. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to ensure the Street Cleaning Truck was equipped with a reverse/back-up alarm and that the alarm was properly functioning.

17. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to operate the Street Cleaning Truck in a safe and reasonable manner and with reasonable care so to avoid causing collisions with other vehicles, including but not limited to the Simons' 2014 Ford Escape.

18. Notwithstanding the above-mentioned duties, Mr. Scmhitt, as an employee of the City of Sheboygan, breached these duties and was negligent in one or more of the following ways:

a. Carelessly and negligently operated, managed, maintained and/or controlled the Street Cleaning Truck;

b. Carelessly and negligently, operated the Street Cleaning Truck by failing to pay attention to other vehicles on the roadway;

c. Failed to keep a proper lookout for other vehicles lawfully on the roadway, including the Simon's 2014 Ford Escape;

d. Operated the Street Cleaning Truck with a careless and negligent disregard for the safety of persons or property;

e. Failed to change the course of the Street Cleaning Truck so as to avoid the collision with the Simons' 2014 Ford Escape;

f. Failed to ensure the Street Cleaning Truck was properly equipped with a reverse/back-up alarm and that this alarm was properly functioning; and

g. Was otherwise careless and/or negligent in causing the subject collision.

19. Mr. Scmhitt's, as an employee of the City of Sheboygan, careless, improper and/or negligent operation of the Street Cleaning Truck directly and proximately caused the collision with the Simons' 2014 Ford Escape.

20. As a direct and proximate result of Mr. Scmhitt's, as an employee of the City of Sheboygan, careless, improper and/or negligent operation of the Street Cleaning vehicle, the Simons' 2014 Ford Escape sustained damage.

21. As a result of the subject collision and damages incurred, the Simons submitted a claim (Claim No. 3315065) to the Plaintiff, Cincinnati Insurance, and requested payment for the damages incurred.

22. Pursuant to its policy of insurance, the Plaintiff, Cincinnati Insurance, thereby became obligated to pay and did pay for the damages incurred in the amount of $7,144.77 (including the insureds' $500.00 deductible).

23. The Plaintiff, Cincinnati Insurance, has therefore become subrogated to the rights of its insureds, the Simons, to the extent of the damages paid on this claim.

WHEREFORE, the Plaintiff, CINCINNATI INSURNACE COMPANY as subrogee of STEVE and AUDREY SIMONS, hereby requests that this Honorable Court enter Judgement in its favor and against the Defendants, CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN, in the amount of $7,144.77 and for the costs of this suit and for all other relief that this Court deems necessary and just.

COUNT II
CITY OF SHEBOYGAN
(Respondeat Superior)

24. The Plaintiff hereby restates and realleges Paragraphs 1-11 of the Common Allegations above as Paragraph 24 of Count II, and incorporate them herein.

25. At all times relevant, Brian Schmitt was an employee of the City of Sheboygan and was acting within the scope of his employment for the City of Sheboygan on the date of the subject accident.

26. At all times relevant, the Street Cleaning Truck owned by the City of Sheboygan was not properly equipped with a functioning reverse/back-up alarm.

27. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to operate the Street Cleaning Truck in an attentive, safe, non-negligent and non-careless manner.

28. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to obey all applicable Wisconsin traffic laws and traffic signals while operating the Street Cleaning Truck.

29. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to ensure the Street Cleaning Truck was equipped with a reverse/back-up alarm and that the alarm was properly functioning.

30. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to operate the Street Cleaning Truck in a safe and reasonable manner and with reasonable care so to avoid causing collisions with other vehicles, including but not limited to the Simons' 2014 Ford Escape.

31. Notwithstanding the above-mentioned duties, the City of Sheboygan, by and through its employee, Brian Schmitt, breached these duties and was negligent in one or more of the following ways:

a. Carelessly and negligently operated, managed, maintained and/or controlled the Street Cleaning Truck;

b. Carelessly and negligently, operated the Street Cleaning Truck by failing to pay attention to other vehicles on the roadway;

c. Failed to keep a proper lookout for other vehicles lawfully on the roadway, including the Simon's 2014 Ford Escape;

d. Operated the Street Cleaning Truck with a careless and negligent disregard for the safety of persons or property;

e. Failed to change the course of the Street Cleaning Truck so as to avoid the collision with the Simons' 2014 Ford Escape;

f. Failed to ensure the Street Cleaning Truck was properly equipped with a reverse/back-up alarm and that this alarm was properly functioning; and

g. Was otherwise careless and/or negligent in causing the subject collision.

32. The City of Sheboygan's, by and through its employee, Brian Schmitt, careless, improper and/or negligent operation of the Street Cleaning Truck directly and proximately caused the collision with the Simons' 2014 Ford Escape.

33. As a direct and proximate result of the City of Sheboygan's, by and through its employee, Brian Schmitt, careless, improper and/or negligent operation of the Street Cleaning vehicle, the Simons' 2014 Ford Escape sustained damage.

34. As a result of the subject collision and damages incurred, the Simons submitted a claim (Claim No. 3315065) to the Plaintiff, Cincinnati Insurance, and requested payment for the damages incurred.

35. Pursuant to its policy of insurance, the Plaintiff, Cincinnati Insurance, thereby became obligated to pay and did pay for the damages incurred in the amount of $7,144.77 (including the insureds' $500.00 deductible).

36. The Plaintiff, Cincinnati Insurance, has therefore become subrogated to the rights of its insureds, the Simons, to the extent of the damages paid on this claim.

WHEREFORE, the Plaintiff, CINCINNATI INSURNACE COMPANY as subrogee of STEVE and AUDREY SIMONS, hereby requests that this Honorable Court enter Judgement in its favor and against the Defendants, CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN, in the amount of $7,144.77 and for the costs of this suit and for all other relief that this Court deems necessary and just.

Dated this 6th day of December, 2019.

Respectfully Submitted,

/s/Matthew S. McLean
One of Plaintiff's Attorneys

Matthew S. McLean (SBN #1166985)
Thompson Brody & Kaplan, LLP
161 North Clark Street
Suite 3575
Chicago, Illinois 60601
Phone No. (312) 782-9320
Fax No. (312) 782-3787
E-Mail: mclean@tbkllp.com

II

4.5

R. O. No. 132 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Summons and Complaint in the matter of Morgan Stephen et al vs. American Family Mutual Insurance Company, S.I. et al.

Finance
Personnel

CITY CLERK

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Morgan Stephen et al vs. American Family Mutual Insurance Company, S.I. et al

Electronic Filing Notice

Case No. 2019CV000661
Class Code: Personal Injury/Automobile

DEC 26 '19 PM12:00

CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN
828 CENTER AVE., SUITE 205
C/O SUSAN RICHARDS, CITY CLERK
SHEBOYGAN WI 53081

Process Server
Date: 12/26/19 Time: 1152 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Case number 2019CV000661 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 43dc03

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 18, 2019

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and CHRISTOPHER STEPHEN
2436 North 27th Place
Sheboygan, WI 53083,

SUMMONS

Plaintiffs,

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
c/o Corporation Service Company, Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717,

Personal Injury-Auto: 30101
AMOUNT CLAIMED GREATER THAN $5,000.00

JOYCE F. RUPPEL
3130 N 11th Street
Sheboygan, WI 53083,

SHEBOYGAN FALLS INSURANCE COMPANY
c/o Bradford Bailey, Registered Agent
511 Water Street
Sheboygan Falls, WI 53085,

CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, WI 53081,

Defendants.

THE STATE OF WISCONSIN
TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

You are hereby notified that the plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action. Within forty-five (45) days after receiving this Summons, you must respond to the

Complaint with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, Wisconsin, 53081, and to Habush Habush & Rottier S.C.®, whose address is 1011 South 8th Street, Sheboygan, Wisconsin, 53081.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action 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 at Sheboygan, Wisconsin, this 18th day of December 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

Electronically Signed By: *Christine D. Esser*
Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

P.O. ADDRESS:

1011 South 8th Street
Sheboygan, WI 53081
(920) 459-8000

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and CHRISTOPHER STEPHEN
2436 North 27th Place
Sheboygan, WI 53083,

COMPLAINT

Plaintiffs,

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
c/o Corporation Service Company, Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717,

Personal Injury-Auto: 30101
AMOUNT CLAIMED GREATER THAN $5,000.00

JOYCE F. RUPPEL
3130 N 11th Street
Sheboygan, WI 53083,

SHEBOYGAN FALLS INSURANCE COMPANY
c/o Bradford Bailey, Registered Agent
511 Water Street
Sheboygan Falls, WI 53085,

CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, WI 53081,

Defendants.

The above-named plaintiffs by **HABUSH HABUSH & ROTTIER S.C.®**, their attorneys, as and for a Complaint against the above-named defendants, allege and show to the Court as follows:

GENERAL ALLEGATIONS APPLICABLE TO ALL CLAIMS FOR DAMAGES

1. At the present time, the plaintiffs, Morgan Stephen and Christopher Stephen, are citizens and residents of the State of Wisconsin residing at 2436 North 27th Place, Sheboygan, Wisconsin 53083, and are husband and wife.

2. At the present time, the defendant, American Family Mutual Insurance Company, S.I. (hereinafter "American Family"), is a Wisconsin corporation with offices of its Registered Agent, Corporation Service Company, at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717; on information and belief, this defendant does substantial business in Sheboygan County; this defendant is engaged in the business of writing and selling motor vehicle liability insurance; prior to the date of this accident, February 24, 2017, the defendant corporation had issued a policy of insurance to Joyce Ruppel, insuring her or anyone operating her motor vehicle with her consent against any liability imposed by law arising out of the negligent operation of her motor vehicle and further insuring her against any damages for which she might be liable to others by virtue of her negligence in the operation of the motor vehicle she was driving at the time of the collision herein pursuant to Chapter 343 of the Wisconsin Statutes, which policy of insurance was in full force and effect at the time of this accident; in the contract of insurance, American Family reserved the right to settle or adjust any claims arising thereunder and to defend any lawsuits instituted by virtue of any such claims and it has a direct interest in this litigation; by virtue of the laws of the State of Wisconsin, American Family is a proper defendant herein.

3. On information and belief, at the present time, the defendant, Joyce Ruppel, is a citizen and resident of the State of Wisconsin residing at 3130 North 11th Street, Sheboygan, Wisconsin 53083.

4. At the present time, the defendant, Sheboygan Falls Insurance Company (hereinafter "Sheboygan Falls"), is a Wisconsin corporation with offices of its Registered Agent, Bradford Bailey, at 511 Water Street, Sheboygan Falls, Wisconsin 53085. Sheboygan Falls is a defendant by reason of Wisconsin Statute section 803.03, as it may have an interest in the plaintiff's claims by reason of it being the medical payments insurance carrier for the plaintiff, Morgan Stephen.

5. At the present time, the defendant, City of Sheboygan Group Health Benefit Plan (hereinafter "Health Plan"), is a self-funded health plan, with offices of its Agent for Service of Legal Process, City Clerk, at 828 Center Avenue, Suite 205, Sheboygan, Wisconsin 53081. Health Plan is a defendant by reason of Wisconsin Statute section 803.03, as it may have an interest in the plaintiff's claims by reason of it being the health insurer for the plaintiff, Morgan Stephen.

6. On or about February 24, 2017, the plaintiff, Morgan Stephen, was operating her motor vehicle, traveling westbound on Geele Avenue at the intersection with North 29th Street, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. At the same time and place, the defendant, Joyce Ruppel, was operating her motor vehicle, traveling southbound on North 29th Street, approaching Geele Avenue, when she failed to stop for the stop sign on North 29th Street at Geele Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

8. At this time and place, the defendant, Joyce Ruppel, failed to stop at a stop sign, thereby causing a collision to occur with plaintiff's vehicle, and thereby causing the plaintiff, Morgan Stephen, to suffer serious personal injuries and property damage.

9. The defendant, Joyce Ruppel, was negligent as to speed, lookout, management and control of her motor vehicle; and she was otherwise negligent.

10. The above and foregoing acts of negligence on the part of the defendant, Joyce Ruppel, were a direct and proximate cause of the injuries and damages sustained by the plaintiff, Morgan Stephen.

CLAIM FOR DAMAGES BASED ON NEGLIGENCE OF THE DEFENDANT, JOYCE RUPPEL

11. Reallege and incorporate herein by reference all of the allegations of paragraphs 1-10 of the Complaint herein.

12. As a result of the negligence on the part of the defendant, Joyce Ruppel, as afore alleged, the plaintiff, Morgan Stephen, sustained permanent injuries and damages, including past and future pain, suffering, disability, embarrassment, and worry, some of which is permanent in nature, and loss of enjoyment of life; past wage loss; past medical expenses; and other compensable injuries.

13. As a result of the negligence on the part of the defendant, Joyce Ruppel, as afore alleged, the plaintiff, Christopher Stephen, is the husband of the plaintiff, Morgan Stephen, and as her husband, sustained damages, including but not limited to the loss of consortium, society and companionship of his wife, and will in the future sustain damages as the result of the injuries sustained by his wife as described above.

14. Sheboygan Falls is the medical payments insurance carrier for the plaintiff, Morgan Stephen, and as such was obliged to pay medical bills for the treatment of the plaintiff for the injuries sustained as alleged; by reason of these injuries, Sheboygan Falls expended sums for medical bills and, therefore, may have a subrogation interest herein to the extent of its payments.

15. IIealth Plan is the health insurer for the plaintiff, Morgan Stephen, and as such was obliged to pay medical bills for the treatment of the plaintiff for the injuries sustained as alleged;

by reason of these injuries, Health Plan expended sums for medical bills and, therefore, may have a subrogation interest herein to the extent of its payments.

WHEREFORE, the plaintiffs demand judgment against the defendants for the amount of damages found to be appropriate, together with the costs, disbursements and prejudgment interest in this action.

In the event of settlement or verdict in favor of the plaintiffs, plaintiffs demand judgment for an order declaring the plaintiffs' rights to such settlement/verdict proceeds paramount to those of any subrogated party.

Finally, in the event of any subrogated party's failure to respond to this Complaint in a timely manner, the plaintiffs request this Court to grant an order dismissing the subrogated party from this action and barring any claim for subrogation and/or reimbursement, and barring the subrogated party from participating in any judgment or settlement in this action.

Plaintiffs allege that their damages are more than the minimum amount necessary to invoke the jurisdiction of this Court.

Dated at Sheboygan, Wisconsin this 18th day of December, 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

Electronically Signed By: *Christine D. Esser*
Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

PLEASE TAKE NOTICE THAT THE PLAINTIFFS DEMAND THAT THE ABOVE ENTITLED ACTION BE TRIED BY A TWELVE PERSON JURY.

P.O. ADDRESS:
1011 S. 8th Street
Sheboygan, WI 53081
920-459-8000

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and
CHRISTOPHER STEPHEN,

Plaintiffs, Case No:

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I., JOYCE F. RUPPEL, SHEBOYGAN FALLS INSURANCE COMPANY and CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN,

Defendants.

JURY DEMAND

Please take notice that the plaintiffs demand that the above-entitled action be tried by a twelve (12) person jury.

Dated at Sheboygan, Wisconsin, this 18th day of December 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

Electronically Signed By: *Christine D. Esser*
Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

P.O. ADDRESS:
1011 S. 8th Street
Sheboygan, WI 53081
(920) 459-8000

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and
CHRISTOPHER STEPHEN,

Plaintiffs, Case No:

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.,
JOYCE F. RUPPEL, and
SHEBOYGAN FALLS INSURANCE COMPANY
CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN,

Defendants.

FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO DEFENDANTS PURSUANT TO SEC. 804.09, WISCONSIN STATUTES

TO: AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
JOYCE F. RUPPEL

PLEASE TAKE NOTICE that the plaintiffs pursuant to Sec. 804.09, Wis. Stats., require the defendants to produce for inspection and/or copying within forty-five (45) days hereof at the offices of their attorneys, HABUSH HABUSH & ROTTIER S.C.®, 1011 South 8th Street, Sheboygan, Wisconsin 53081, a copy of each of the following described documents or things:

1. Any and all photographs, videos, films or any other pictorial or visual evidence which depict the plaintiff in any form or manner from the date of the accident involved in this lawsuit through and including the present date.

2. Any and all written or recorded statements, including any transcription which is a substantially verbatim recital of an oral statement, taken from or made by any parties or witnesses to the accident in question or persons who have knowledge of the accident or injuries or damages sustained or claimed by the plaintiff.

3. Any and all photographs, videos, films or any other pictorial or visual evidence of the damage to the vehicles, the accident scene, or pertaining in any way to the accident in question or injuries or damages claimed by the plaintiff.

4. Any and all policies of insurance which were in effect at the time of the incident, which provided motor vehicle liability coverage of any kind, including excess or umbrella coverage, for any vehicle, as well as any policy of insurance that was reviewed, examined or analyzed for coverage for the purpose of this accident.

5. Any documents, insurance policies, photographs or items of any kind identified by you in your answers to plaintiff's interrogatories.

6. All documents created, received or maintained by you containing any information pertaining in any way to the incident except for any documents protected by the attorney-client privilege.

7. The insurance claims files pertaining to the claim of plaintiff and all documents contained therein.

8. All documents, including internal memoranda, photographs, claims reports, accident reports, or any document of any kind, which contain any information concerning the incident.

9. Any and all records, documents or tangible evidence pertaining to any contention or claim of the defendants that the accident in question or any other accident or event caused or aggravated a pre-existing or congenital condition.

10. Any and all records, documents or tangible evidence pertaining to any contention or claim of the defendants that any pre-existing or subsequent or congenital condition is a cause of the injuries or damages that the plaintiff is claiming in the lawsuit herein.

11. Any and all documents, records or things obtained by you from anyone as a result of the use of any authorization of the plaintiff, including but not limited to authorizations for medical records, employment records, tax records, social security records, etc.

12. All documents containing any information regarding any cell phone or other digital device, e.g., cell phone, iPod, iPad, notebook, tablet, etc., which was in the defendant's possession at the time of the incident in question, including but not limited to, usage or billing records.

13. If you refuse to produce any documents requested on the grounds of attorney-client privilege or work-product of counsel, provide a privilege log, which provides the date of the document, a general description of the document, a general description of the subject matter of the document, and identifies the author and all recipients.

Dated at Sheboygan, Wisconsin this 23rd day of December 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

By: Christine D. Esser

Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

P.O. ADDRESS:

1011 S. 8th Street
Sheboygan, WI 53081
920-459-8000

VI

5.21

R. C. No. 325 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 56-18-19 by City Clerk submitting a Summons and Complaint in the matter of Tyler Jones v. City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Ronald Pfeiffer
James A. Bohren

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.1

R. O. No. 56 - 18 - 19. By CITY CLERK. June 18, 2018.

Submitting a Summons and Complaint in the matter of Tyler Jones v. City of Sheboygan.

CITY CLERK

Finance/Personnel

1-8-19 refer to Finance Personnel & new council

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

TYLER JONES

Plaintiff(s)

v.

CITY OF SHEBOYGAN

Defendant(s)

Civil Action No. 18-CV-0709

Orig. Service 6-8-18 11:10 AM By Pet Dep

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CITY OF SHEBOYGAN, c/o Mayor Michael Vandersteen
Sheboygan City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Janet L. Heins, Esq.
Heins Employment Law Practice LLC
1001 West Glen Oaks Lane, Suite 103
Mequon, Wisconsin 53092

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: 05/29/2018

s/Mary Murawski, Deputy Clerk

Signature of Clerk or Deputy Clerk

received 6-8-18

Civil Action No. 18-CV-0709

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):*

_____

were received by me on *(date)* _____.

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____

_____.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

TYLER JONES
1918 Kaat Lane
Sheboygan, WI 53081

Plaintiff,

vs. Case No. 18-CV-0707

CITY OF SHEBOYGAN
828 Center Avenue, Suite 100
Sheboygan, WI 53081

JURY TRIAL DEMANDED

Defendant.

COMPLAINT

COMES NOW the Plaintiff, Tyler Jones, by his counsel, HEINS EMPLOYMENT LAW PRACTICE LLC, by Attorneys Janet L. Heins and Alan Freed, Jr., as and for a claim against the Defendant, alleges and shows to the court as follows:

JURISDICTION AND VENUE

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1346, as this case is brought pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.*

2. The unlawful employment practices giving rise to the Plaintiff's claims occurred within the Eastern District of Wisconsin, and venue is therefore proper in this District pursuant to 28 U.S.C § 1391(b), *inter alia.*

THE PARTIES

3. Plaintiff, Tyler Jones, is an adult male white resident of the State of Wisconsin,

residing at 1918 Kaat Lane, Sheboygan, WI 53081.

4. Defendant, City of Sheboygan, is a municipal governmental entity with its principal address located at 828 Center Avenue, Suite 100, Sheboygan, WI 53081.

THE FACTS

5. Plaintiff began his employment with Defendant on or about March 20, 2017.

6. At all times material herein, Plaintiff worked for Defendant as a Maintenance Worker 1.

7. At all times material herein, Plaintiff performed his work duties in accordance with the reasonable expectations of Defendant.

8. On or about June 8, 2017, Plaintiff was slowly backing Defendant's garbage truck onto a scale in accordance with his training by Defendant.

9. Despite Defendant's policy requiring a spotter for Plaintiff when he was backing up a garbage truck, no one assisted him as a spotter and no one was available to do so.

10. Another of Defendant's garbage trucks, driven by African American employee James Gilliam, approached the scale more quickly while Plaintiff was backing onto the scale, did not stop and wait for Plaintiff to back up onto the scale, and subsequently struck Plaintiff's truck.

11. Defendant's Bruce Matdorf, a white manager, ordered Plaintiff to get drug tested after the accident and then go home.

12. Defendant did not order Mr. Gilliam to get a drug test or to go home after the accident, or even speak to him about the accident to Plaintiff's knowledge.

13. Plaintiff's drug test was negative.

14. Defendant's Human Resources Director, Sandy Rohrick, terminated Plaintiff's employment on June 20, 2017.

15. Defendant did not terminate Mr. Gilliam.

16. Mr. Gilliam's truck sustained significant damage but Plaintiff's did not.

17. On information and belief, no employee other than Plaintiff has ever been terminated for the same alleged infraction.

18. A few months after Plaintiff's termination, on January 16, 2018, Mr. Gilliam sideswiped a citizen's parked car on the street with the plow truck he was driving.

19. Defendant did not terminate Mr. Gilliam for the January 16, 2018 accident.

20. Plaintiff filed his administrative charge of race and color discrimination in the terms and conditions of his employment and termination on or about July 18, 2017 with the Wisconsin Equal Rights Division as ERD Case No. CR201702370, which was cross-filed with the Equal Employment Opportunity Commission as EEOC Case No. 26G201701246.

21. EEOC issued its Notice of Right to Sue on this charge on February 7, 2018.

22. Plaintiff has exhausted his administrative remedies and satisfied all conditions precedent in this case.

CLAIM FOR RELIEF – TITLE VII RACE & COLOR DISCRIMINATION

23. Plaintiff realleges and incorporates paragraphs 1-22 of this complaint by reference.

24. Defendant discriminated against Plaintiff in the terms and conditions of his employment on the basis of race and color, white, and in terminating his employment, in intentional and/or reckless disregard of his federally protected rights under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.*

25. As a result of Defendant's intentional discrimination, Plaintiff has suffered damages

in the form of lost wages, lost employment benefits, pain and suffering, and emotional distress.

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Order Defendant to make Plaintiff whole by providing appropriate back pay, front pay and/or reinstatement, compensatory and punitive damages, liquidated damages, pre-judgment and post-judgment interest, and reimbursement for other benefits and expenses in an amount to be shown at trial;

2. Grant to Plaintiff his attorney fees, costs and disbursements provided by 42 U.S.C. 2000e-5 and all other applicable statutes and provisions; and

3. Grant to Plaintiff whatever other relief this Court deems just and equitable.

PLAINTIFF DEMANDS A TRIAL BY A JURY OF TWELVE.

Dated this 4th day of May, 2018.

HEINS EMPLOYMENT LAW PRACTICE LLC
Counsel for the Plaintiff

s/ Janet L. Heins

Janet L. Heins, State Bar No. 1000677

HEINS EMPLOYMENT LAW PRACTICE LLC
1001 West Glen Oaks Lane, Suite 103
Mequon, WI 53092
(262) 241-8444 voice
(262) 241-8455 facsimile
e-mail: jheins@heinslawoffice.com

VI

5.13

R. C. No. 317 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 285-17-18 by Finance and Personnel Committee and R. O. No. 174-17-18 by City Clerk submitting a Summons and Complaint in the matter of the Town of Wilson v City of Sheboygan, Sheboygan County Case No. 2017CV490; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.10

R. C. No. 285 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 174-17-18 by City Clerk submitting a Summons and Complaint in the matter of the Town of Wilson v City of Sheboygan, Sheboygan County Case No. 2017CV490; recommends referring to Finance and Personnel Committee of the new council.

Finance/Personnel
2018 2019
4-8-19 refer to Finance + Personnel of new council

James A Bohren

Committee

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

Dated_____ 20____. City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 174 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of the Town of Wilson v City of Sheboygan, Sheboygan County Case No. 2017CV490.

City Clerk

Finance + Personnel
Finance + Personnel
of new Council

S·B·R
LAW GROUP
Sorrentino Burkert Risch LLC

SEP 21 '17 PM 3:48

September 21, 2017

VIA HAND DELIVERY

City Clerk Susan Richards
City of Sheboygan
828 Center Ave, Suite 100
Sheboygan, WI 53081

Re: Town of Wilson v. City of Sheboygan
Sheboygan County Case No. 2017CV490

Dear Ms. Richards:

Enclosed please find the following, which are being formally served via process per the request of City Attorney Adams:

- Authenticated Summons and Complaint
- Electronic Filing Notice
- Appendix to Complaint (Exhibits A – I)
- Motion for Temporary Injunction
- Exhibit A to Motion
- Brief in Support of Motion for Temporary Injunction
- Exhibit 1 to Brief

Very Truly Yours,

SORRENTINO BURKERT RISCH LLC

Michael D. Huitink
mhuitink@sbrlaw.us

FILED
09-18-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON
5935 S. Business Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to the above-named Defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, Clerk of Circuit Court, 615 North 6th Street, Sheboygan, Wisconsin, 53081 and to Michael D. Huitink, Plaintiff's attorney, whose address is Sorrentino Burkert Risch LLC, 675 North Barker Road, Suite 300, Brookfield, Wisconsin 53045. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you and for the award of money or other legal action requested in the complaint,

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

Dated this 18th day of September, 2017.

SORRENTINO BURKERT KISCH LLC

By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

FILED
09-18-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON
5935 S. Business Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. _____
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CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

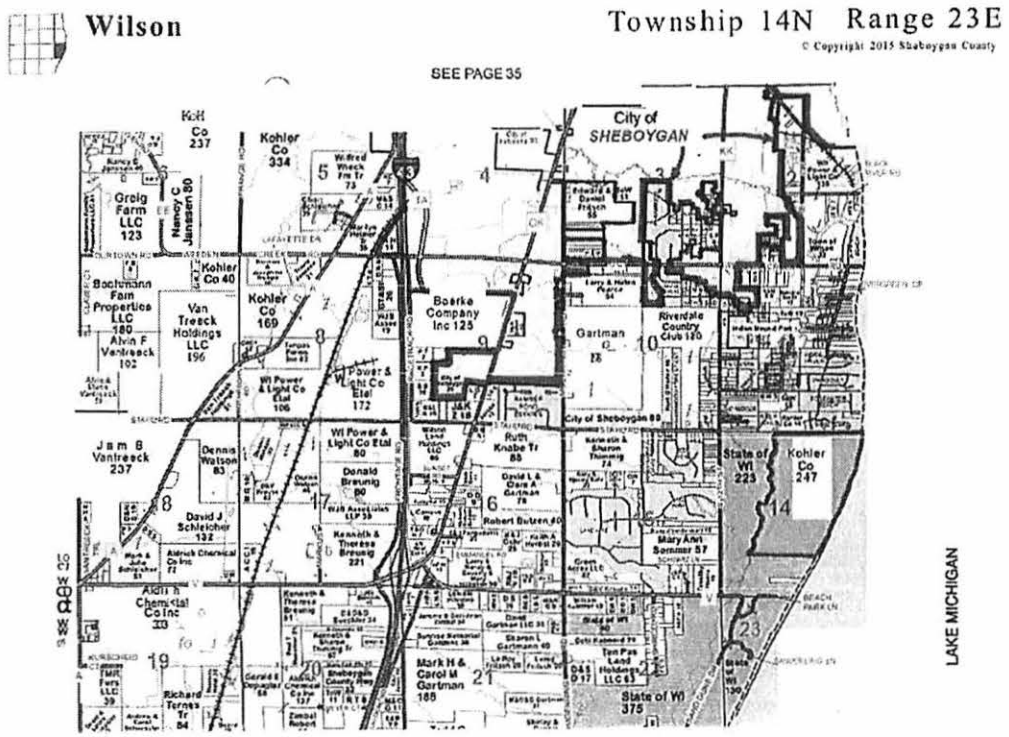
VERIFIED COMPLAINT

The Town of Wilson (the "Town"), through its counsel, states for its Complaint against the City of Sheboygan ("Sheboygan") as follows:

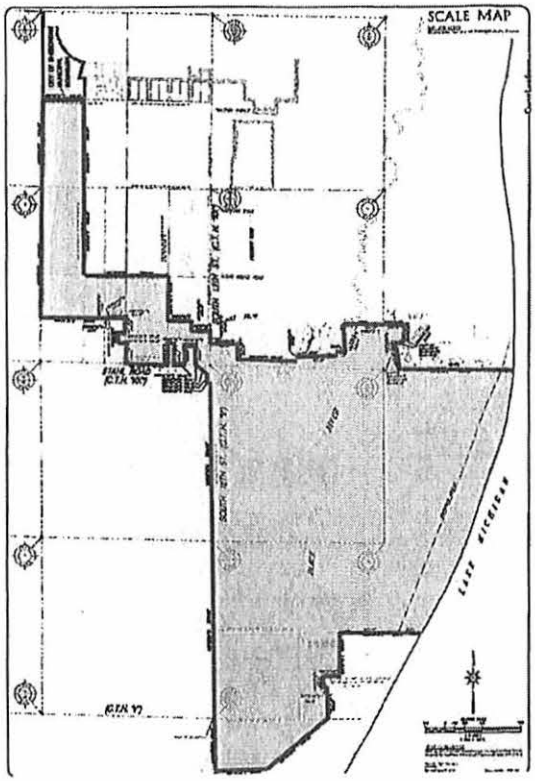
INTRODUCTION

1. Sheboygan has improperly annexed land from the Town. Sheboygan, at the behest of and in cooperation with Kohler Co. ("Kohler"), has reached more than a mile beyond its border to annex approximately 250 acres of land in the Town, on which Kohler wants to develop a golf course. This annexation was sprung on the Town without notice, and while it was waiting for Kohler to complete its pending Conditional Use Permit ("CUP") application with the Town for this development – something that Kohler initiated in 2014, but has yet to complete. And, immediately upon annexation, Sheboygan rezoned the land to High Density Single Family Residential ("SR-5") which allows up to five residences per acre in the midst of the Town, in spite of that being in violation of both the Town and city land use.

2. Kohler's land – the site of the proposed golf course and the target of the annexation – cannot be annexed on its own, as it falls squarely within the Town is not contiguous to Sheboygan:

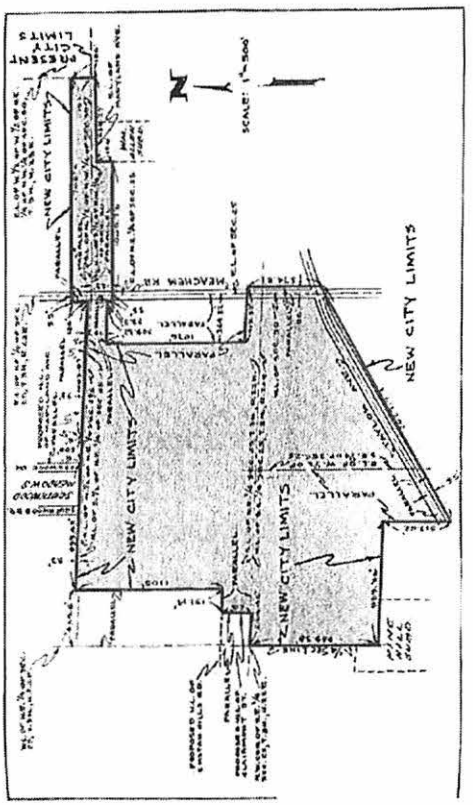


3. Sheboygan improperly reached to this land via an irregularly-shaped annexation – commonly referred to as a "balloon-on-a-string" or "gerrymandered" annexation – in which targeted land is "connected" to a city through a gerrymandered, narrow "string" of land that is contrived solely to create a small border with a city:

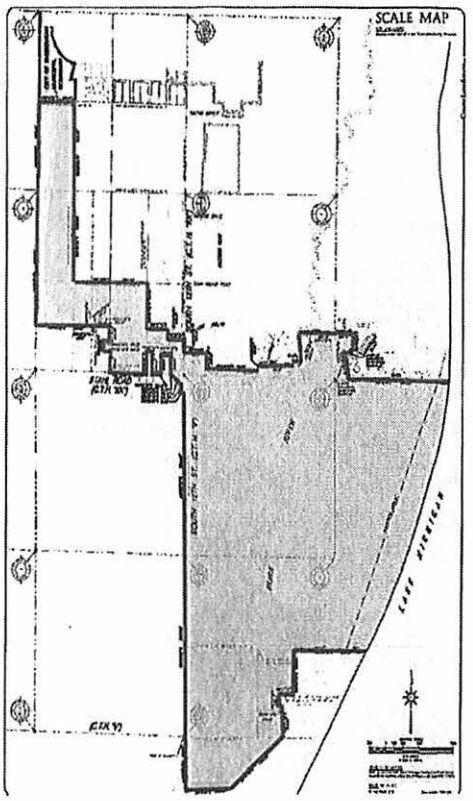


4. This annexation is improper. This type of annexation must involve land contiguous to a city, and the Wisconsin Supreme Court long ago rejected as improper a virtually identical annexation configuration in its seminal *Mt. Pleasant* decision:

Mt. Pleasant



This Case



The annexed property is largely rural, includes the most natural land in the area, is not homogenous with Sheboygan's urban landscape, can be more than capably serviced by the Town, and was never the subject of an annexation request by Kohler until it, apparently, wished to avoid the Town and County's government, rules, and decision making by having Sheboygan take the land.

5. The Town and its residents have been circumvented, and now have no vote or representation in the Sheboygan government that is making decisions for this land in their midst. To protect its autonomy, its residents and its future, the Town now seeks a declaration from this Court that Sheboygan's annexation is improper and void, as well as temporary and permanent

injunctive relief to preserve the *status quo* and prevent irreparable harm from this improper annexation.

PARTIES TO THE ACTION

6. The Town of Wilson (the "Town") is a town located within Sheboygan County.

7. The City of Sheboygan ("Sheboygan") is a city located within Sheboygan County.

BACKGROUND FACTS

The Land at Issue

8. The Kohler family, now Kohler, owns approximately 250 acres of undeveloped, natural land in the Town along the shore of Lake Michigan and adjacent to the Kohler-Andrae state park. Since approximately 1927, the land has been preserved as a forest and wildlife refuge, with various portions of the land given, at times, to the state for that purpose. Included in the Appendix as **Exhibit A** is a true and correct illustration of this Kohler-owned land.

9. The land is located completely within the Town of Wilson, and is more than a mile from Sheboygan.

10. The Town, like other Wisconsin municipalities, has a comprehensive development plan, which it began in 1997. In its comprehensive plan, the Town designates the Kohler land as "Park and Open" space, which was re-affirmed by Kohler in 2009.

11. The Town also has ordinances protecting its environment and the more rural, natural state of much of its land. This includes, without limitation, Town ordinances include a mature set of land use and zoning ordinances appropriate to the subject and surrounding lands which differ from ordinances in Sheboygan and other urban areas.

Kohler Proposes a Golf Course for the Town's Consideration

12. In or about 2011, Kohler proposed to the Town a project knows as the "Tented Forest Project," whereby Kohler's approximate 250 acres of land along Lake Michigan would be

developed into an upscale, but very low intensity camping site as a "permitted" (undeniable) use in this parcel (Town) zoned as P-1 (Parks and open space).

13. In March, 2014, while Kohler's Tented Forest proposal was pending, Kohler informed the Town it no longer wished to move forward with the Tented Forest Project, and that it and had a new proposal for the land – a golf course.

14. On March 24, 2014, the Town received from Kohler an initial, incomplete application for a CUP application to develop the Kohler Land into a golf course.

15. On April 7, 2014, Kohler introduced the golf course proposal to the public at a Town Plan Commission meeting.

16. On July 16, 2014, the Town held a public meeting to obtain public comment on Kohler's proposal.

17. On that same date, the Town and Kohler agreed to an indefinite extension for Kohler to complete the environmental and other studies required to proceed with the CUP.

18. This included the Town deferring to the Wisconsin Department of Natural Resources ("DNR") and the United States Army Corp. of Engineers ("ACOE") to evaluate Kohler's proposals, utilizing the DNR's expertise, objectivity and resources.

19. Over the course of the next two years, the Town waited for Kohler to complete its work and obtain necessary DNR, ACOE, and other permissions and permits.

20. During this time, and in consultation with Kohler, the Town retained consultants from three independent and reputable engineering firms to evaluate Kohler's CUP, when completed; to provide input to the Town as to compliance with the Town's environmental and other ordinances, and to provide guidance on the impact of Kohler's proposals on the Town and its residents; and to provide input from the Town to the DNR, the ACOE, and other governmental

bodies as they evaluated the project.

21. The Town consulted and worked with Kohler throughout this process. For example, when Kohler objected to one of the Town's proposed consulting firms as "biased" against Kohler, the Town consented to the objection and hired a different consulting firm recommended by Kohler.

22. In 2016, the Town and Kohler began negotiating an agreement for the Town to be reimbursed for expenses incurred in the evaluation process.

23. During this time (2014 through 2016, and into 2017) Kohler did not express any concerns about the Town's financial stability or its ability to deliver services to the golf course. Kohler's own proposals included, for example, using well water within the Town for the proposed course. Included in the Appendix as **Exhibit B** is a true and correct Kohler document relating to the golf course development, which states "potable water and irrigation water will be from onsite wells."

24. The Town's water supply has been sufficient for even heavy industry, the Town has had sanitary sewer services available to the land since 1988 (which lies in Town Sanitary District #1), and another golf course – Riverdale Country Club – has operated successfully in the Town for over 80 years.

25. As of June 24, 2016, Kohler had still not completed its CUP application.

26. On June 24, 2016, the Town sent Kohler correspondence clarifying that the CUP was still incomplete, and identifying areas that still needed to be completed.

27. Kohler's work to obtain the necessary federal and state approvals and complete its work continued into 2017.

28. On February 27, 2017, Kohler's attorney informed the Town Board Chairman, John

Ehmann, that Kohler was ready to complete its application to the DNR as soon as March or April, 2017.

29. As of April, 2017, the Town was waiting for this promised completion, including with consultants paid and ready to evaluate Kohler's proposal.,

30. To date, to the best of the Town's knowledge, Kohler has not yet completed supply of information required by the DNR.

Kohler Seeks Annexation from Sheboygan

31. On April 28, 2017, to the complete shock of the Town Board, which was waiting for the completed CUP, Kohler published an annexation petition, requesting that Sheboygan non-unanimously annex land within the Town.

32. This petition included the Kohler land that was more than a mile from Sheboygan's border.

33. At no time prior to this announcement had Kohler given the Town any notice or warning that it was going to petition for a non-unanimous annexation.

34. And, as of April 28, 2017, Kohler's had not expressed a need or desire for annexation or municipal service.

35. A non-unanimous annexation, if granted, forces certain Town property owners to be subject to an annexation to Sheboygan and, as such, has certain requirements and safeguards including:

a. A requirement that the annexed land be contiguous with Sheboygan, the annexing city;

b. Be signed by at least as many electors as 50% of the votes case in the last gubernatorial election from the land sought to be annexed; and

c. Contain signatures from either one-half of the land within the territory, or one-half of the assessed value within the territory.

36. Kohler's land on which the golf course was proposed is not contiguous with Sheboygan and, therefore, cannot be annexed by Sheboygan on its own.

37. While Kohler was purportedly working with the Town and completing its CUP, Kohler was clandestinely designing a plan for this type of annexation by Sheboygan.

38. Beginning in 2016, Kohler concocted a more-than-mile-long "string" of land to connect its land to Sheboygan, which was carefully constructed to appear to meet the minimum requirements for an annexation.

39. Utilizing Kohler employees or agents, Kohler clandestinely purchased two properties in the Town of Sheboygan -- 5721 Sherwood Dr. (purchased January 17, 2017) and 131 Zientek Lane (purchased April 7, 2017) – both of which lay between Kohler's Town land and Sheboygan.

40. Kohler then rented the properties to its employees or agents.

41. Kohler used the properties to create a "string" of land to connect its proposed golf course to Sheboygan:

a. Kohler designed a pathway – or "string" of land – that included 5721 Sherwood Dr. and 131 Zientek Lane, but which excluded adjacent identical land in a manner to ensure that those properties were sufficient, when combined with its golf course land, to satisfy the minimum elector and assessed-value requirements of the statute.

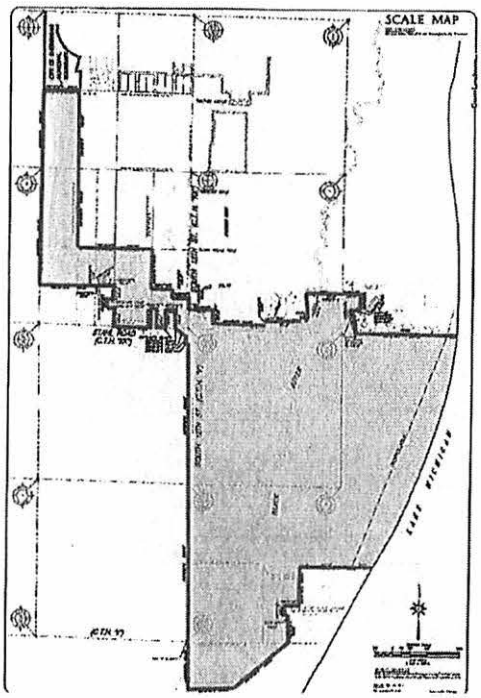
b. Kohler included state park land in the annexation petition, which represented a substantial portion of land but added "zero" assessed-value to

be counted under the statute and has no electoral representation.

c. Kohler shaped the "string" to avoid other properties with owners that opposed annexation, or other impediments to the annexation requirement.

d. Kohler constructed the "string" to end on a property with a small border with Sheboygan, allowing it to claim the annexation was "contiguous" Sheboygan.

42. This resulted in a "balloon-on-a-string" and gerrymandered shape for the proposed annexation, which contained a small border with Sheboygan at the end its "string":



43. Kohler constructed this "string" solely to connect its land to Sheboygan for the purpose of annexation.

44. Dirk Willis, group director of golf for Kohler Co.'s Hospitality and Real Estate Group, issued a written statement, reported by the Milwaukee Business Times: "By state law it must be a connection. It could be 10 feet (wide) or a half mile, it just has to be a connection."

Included in the Appendix as **Exhibit C** is a true and correct copy of a Business Times article quoting Mr. Willis.

45. The "string" is as narrow as 190 feet in several locations.

46. The "string" is 5,448 long, and extends more than a mile past Sheboygan's border before reaching any property for which an owner signed the annexation petition.

47. The "string" divides individual parcels between the Town and Sheboygan, sometimes three ways (Town/Sheboygan/Town).

48. The "string" cuts the town in two, creating a Town island which cuts off the northeast portion of the Town, including the fire department, from the rest of the Town.

49. The string does not provide a straight-line connection to Sheboygan, but irrationally changes directions in ways solely in effect to nominally qualify as a petition:

a. The "string" starts by appropriating two holes of the Riverdale Country Club, whose owners oppose the annexation and did not sign the petition;

b. The "string" then proceeds to capture some vacant wetland, and moves further to take portions of additional golf holes from the existing Riverdale Country Club, before hopscotching east over or around several properties;

c. Finally, the "string" engulfs approximately 230 acres of Kohler-Andrae State Park, before it at last reaches its ultimate goal – the Kohler property on the shore of Lake Michigan. This land has no electors or assessed value representation and was included to make the string appear less contrived and less narrow. It provides the City a connection to land to the West of the Town for which the city has previously announced annexation plans.

50. The "string" includes properties owned by Town residents who do not want to be

annexed into Sheboygan, but who are forced to do so by the petition. This includes, without limitation, a more than 80-year-old man who has lived in the Town for decades, and who does not want to be annexed.

51. The string further annexes partial privately owned parcels such that parts of individual parcels are located in the Town and other parts are located in the City.

52. Town residents who border this proposed annexation have no vote or representation in the Sheboygan government.

Sheboygan Agrees to Annex the Land in Exchange for Money from Kohler

53. As of April, 2017, Sheboygan had not included any of the land in Kohler's annexation proposal as a target for annexation or development in its master comprehensive plan.

54. On April 24, 2017 Sheboygan held a closed session meeting to discuss what was described as a "south-side business presentation."

55. The referenced business presentation was, in fact, Kohler's proposal for annexation.

56. The Town was not given notice of the annexation discussion, and was continuing its work on Kohler's pending CUP.

57. In fact, the Town was continuing work on Kohler's pending CUP which Kohler never indicated they were not intending to complete. Only two days after this meeting (April 26, 2017), the Town's consultant completed its review of Kohler's wetland permit application to the DNR and submitted public input to both the DNR and ACOE on behalf of the Town.

58. On information and belief, Kohler's attorney assisted Sheboygan employees in preparing a Power Point presentation to support the annexation. The presentation included statements that Kohler was to identify the golf course as being "in Sheboygan," and that Kohler

would pay to extend Sheboygan's water lines into the Town via the annexation "string" – each statement was thereafter deleted.

59. Kohler then announced its annexation proposal on April 28.

60. Sheboygan employees assisted Kohler in explaining its justifications for the annexation to the Sheboygan government and/or the Department of Administration ("DOA"), which had to evaluate the petition.

61. In addition, members of the Sheboygan Common Council have financial ties to Kohler through employment of themselves or relatives. Nonetheless, Sheboygan has taken the position that this is not a "conflict of interest".

62. For example, on May 19, 2017, Sheboygan's Steve Sokolowski assisted Kohler with how to write the justifications for the annexation, warning Kohler to "Be Aware, this information will be available for all to see" and warning there would be opposition to the annexation from Town residents who did not want to be annexed.

63. This was done while Sheboygan claimed it did actively seek or advocate for annexations, but simply evaluated them when they were proposed.

64. Kohler and Sheboygan also negotiated a pre-annexation agreement, whereby:

a. Sheboygan would annex the entire "balloon-on-a-string" configuration, taking control away from the Town;

b. Kohler would pay to extend Sheboygan's water lines into the Town along the annexation's "string," purportedly because the golf course needed Sheboygan's water, which in fact the city's stated modification is to subsequently extend municipal water even further into the town for future aggressive annexation opportunities; and

c. Kohler would pay a sum (currently, $200,000) to reimburse Sheboygan for legal costs to defend any challenge to the annexation.

65. The annexation sets up Sheboygan for future annexations into the Town by extending its water system beyond its border and into the to-be-annexed property at Kohler's expense, and by creating a large, Sheboygan-controlled border with the Town to the west of the golf course, which is "contiguous" to Sheboygan to support future annexations.

Sheboygan and Kohler Lobby the DOA to Recommend the Annexation

66. As required by the annexation process, the annexation petition was submitted to the DOA for evaluation and non-binding recommendation as to whether the annexation was proper and in the public interest.

67. The Wisconsin Supreme Court and the DOA have, for years, rejected "balloon-on-a-string" annexations, annexations that are not homogenous to the bordering area of the annexing city, and annexations that were not consistent with a city's development strategy.

68. For example, in 2012, the DOA rejected a proposed annexation by the City of Stevens Point, as the annexation split the town, "created a functional town island," was "not compact or rational in shape," was not "homogenous with the boundaries of the existing City," and created city-town borders which were "haphazard, confusing, inefficient to serve, and very difficult to correct." Included in the Appendix as **Exhibit D** is a true and correct copy of the DOA's ruling on Petition File No. 13631 regarding this annexation.

69. The DOA's rejections of these types of annexations effectuate, in part, the law and policy set forth by the Wisconsin Supreme Court in *Town of Mt. Pleasant v. City of Racine*, 24 Wis.2d 41, 127 N.W.2d 757 (1964):

> Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire

> to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Id. at 46.

70. The Town opposed this annexation with the DOA, including as an improperly configured "balloon-on-a-string" annexation that irrationally splits the town for a contrived, *de minimus* border with Sheboygan; as based on a false claim of "need" for City services; and, as taking large portions of undeveloped, natural land that is not homogenous with the south-side of Sheboygan to which the land was purportedly to be annexed. Included in the Appendix as **Exhibits E, F and G** are true and correct copies of the Town's submissions to the DOA, with exhibits thereto.

71. Kohler and/or Sheboygan successfully lobbied the DOA to depart from precedent and recommend the annexation.

72. On May 22, 2017, for example, Kohler met with the DOA and other State officials regarding its annexation petition. The Town was excluded from the meeting.

73. Freedom of Information Act requests also revealed communications between Kohler and the current gubernatorial administration to "expedite" DNR permits.

74. The DOA suspended its review and gave Kohler two extensions to file supporting papers for its annexation with no advance notice to the Town, and beyond the statutorily-imposed deadline.

75. On June 8, 2017, the Town received an e-mail from DOA issuing a non-binding recommendation in favor the annexation, and stating as follows:

a. Land uses within the "balloon-on-a-string" configuration, much of which is

natural, undeveloped land, "***are urban in nature and much more consistent with the developed City lands***" than with the Town;

b. "The land use proposed by the petitioners is also ***urban in nature***";

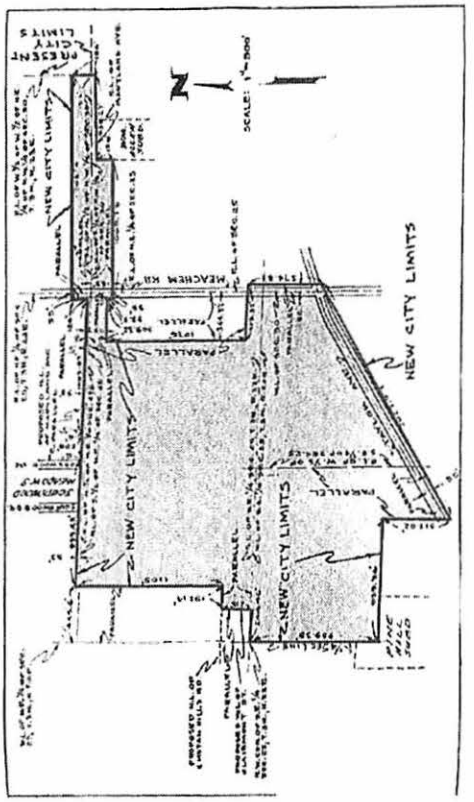
c. This configuration was not sufficiently shaped like or similar to the "balloon-on-a-string" configuration that was rejected in the Supreme Court's *Mt. Pleasant* case, so it could be recommended.

See **Exhibit D** (emphasis added).

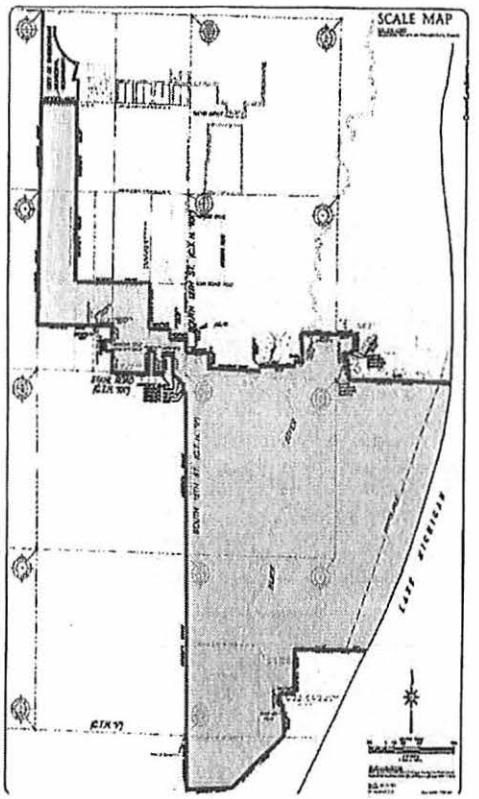
76. The largely natural, undeveloped land in the Town and along the proposed "balloon-on-a-string" configuration – including state park land, forest area, and wetland – is not urban in nature or consistent with "developed City lands."

77. Nor is the irregular "balloon-on-a-string" configuration in this case different in any material way from the annexation in *Mt. Pleasant*:

Mt. Pleasant



This Case



Sheboygan Annexes the "Balloon-on-a-String" and Rezones the Land for Kohler's Golf Course

78. On August 7, 2017, the Sheboygan City Council passed Ordinance 6-17-18 (the "Annexation Ordinance"), annexing the land. **Exhibit H**.

79. The Annexation Ordinance included the above depiction of the annexation, which included the referenced notation of the border with Sheboygan:

80. The Annexation Ordinance passed by a single vote over the required 2/3 majority (11 votes for and 5 votes against).

81. Although the Town and the DNR had spent years on Kohler's still incomplete CUP application and development proposals, Sheboygan's Common Council passed the Annexation

Ordinance only weeks after it was submitted by Kohler.

82. The approved petition for annexation did not specify via the last federal census, by any subsequent population estimate certified as acceptable by the department, or by an actual count certified as acceptable by the department.

83. At that same meeting, by the same vote (11 votes for and 5 votes against), the Sheboygan City Council rezoned the land to allow Kohler to high density (5 homes per acre) SR-5 even though not a single home is proposed to be built.

84. And, at that same meeting, the Sheboygan City Council approved the pre-annexation agreement with Kohler.

85. This pre-annexation agreement includes, without limitation, Kohler's payment to extend Sheboygan's water system into the annexed land, Kohler's payment of up to $200,000 in attorneys' fees, and prospective granting of rights to Kohler to develop its golf course, without Sheboygan City Council's further evaluation of Kohler's proposals.

86. Town residents have no vote or representation in Sheboygan government which, under the Annexation Ordinance, now controls the annexed land.

87. Town residents have been annexed into Sheboygan against their will.

88. Sheboygan is now moving forward to effectuate the annexation and expedite Kohler's development.

89. On September 11, 2017, the Town of Wilson Board and Town of Wilson Planning Committee held a public meeting to gather Town residents' input regarding Sheboygan's annexation.

90. Based, in part, on that meeting, and in order to protect the interest and rights of the Town and its residents, the Town Board passed a September 11, 2017 resolution regarding

Sheboygan's annexation, and a separate resolution authorizing legal action to protect those rights and interests. Included in the Appendix as **Exhibits I and J** are true and correct copies of those resolutions.

FIRST CAUSE OF ACTION:
(DECLARATORY JUDGMENT)

91. The Town re-alleges the allegations contained in paragraphs 1 through 89 of this Complaint.

92. Sheboygan's annexation, effectuated by the Annexation Ordinance, is improper under Wisconsin law, including without limitation Chapter 66, Wis. Stats.

93. The annexation does not satisfy the "rule of reason," as required by existing law.

94. The annexation does not strictly comply with the conditions precedent of Wisconsin's annexation statutes.

95. The annexation is, in sum, arbitrary, capricious, non-contiguous, an abuse of discretion, and otherwise procedurally and substantively non-compliant with Sheboygan's annexation authority under Chapter 66, Wis. Stats, and existing Wisconsin caselaw.

96. There exists an actual controversy between the Town and Sheboygan regarding the annexation, a controversy which will be settled by a declaration of the legality of the annexation by this Court.

97. The Town has brought this action within the required 90-day period under Chapter 66, Wis. Stats.

98. Thus, the Town is entitled to a declaration that Sheboygan's annexation is null and void, and is of no further legal effect.

COUNT II:
INJUNCTIVE RELIEF

99. The Town re-alleges the allegations contained in paragraphs 1 through 97 of this Complaint.

100. Sheboygan's annexation is illegal and improper.

101. The annexation has dismembered land from the Town or County and constitutes an irreparable injury to the Town for which there is not adequate legal remedy.

102. Sheboygan is moving forward with effectuating the annexation and allowing Kohler, without the Town's approval, to develop the annexed land (or a substantial portion of it) under terms and conditions that have not received the Town's approval. These activities threaten immediate and irreparable harm to the Town.

103. A temporary and permanent injunction is necessary to preserve the last, peaceable *status quo* and protect the Town from irreparable harm, a harm for which monetary damages are inadequate.

104. Thus, the Town is entitled to a temporary and permanent injunction prohibiting the Town from taking actions and further effectuating its improper annexation.

WHEREFORE, the Town requests judgment:

(1) Declaring Sheboygan's Annexation Ordinance invalid and void, as well as the annexation, rezoning, and other ordinances passes pursuant thereto;

(2) For a temporary and permanent injunction enjoining Sheboygan, and anyone acting in concert with it, from effectuating the Annexation Ordinance or taking action thereunder;

(3) For its costs, including its reasonable attorneys' fees, incurred in this matter; and

(4) For all further relief to which it is legally or equitably entitled, or to which this Court deems just and proper.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

VERIFICATION

I attest, under penalty of perjury, that the facts alleged above are, to my knowledge and belief, and after reasonable investigation, true and correct.



John Ehmann
Town of Wilson, Board Chairperson

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY

Town of Wilson vs. City of Sheboygan

Electronic Filing Notice

Case No. 2017CV000490
Class Code: Money Judgment

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L. Persick
Branch 4

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000490 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 786fce

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-19-2017
Date

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

APPENDIX TO VERIFIED COMPLAINT

Illustration of Kohler-Owned Land in the Town of Wilson..... **Exhibit A**

Kohler Document Relating to the Golf Course Development..... **Exhibit B**

Business Times Article Quoting Mr. Dirk Willis..... **Exhibit C**

Department of Administration Ruling on Petition File No. 13631..... **Exhibit D**

Town of Wilson's First Submittal for DOA Petition File No. 14018..... **Exhibit E**

Town of Wilson's Second Submittal for DOA Petition File No. 14018..... **Exhibit F**

Town of Wilson's Third Submittal for DOA Petition File No. 14018..... **Exhibit G**

Sheboygan General Ordinance No. 6-17-18..... **Exhibit H**

Wilson Town Council Resolution Authorizing Litigation ..... **Exhibit I**

Wilson Town Council Resolution Regarding the Annexation of Territory From the Town of Wilson, Sheboygan County, Wisconsin..... **Exhibit J**

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
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Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490



WISCONSIN DEPARTMENT OF ADMINISTRATION

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

October 16, 2012

PETITION FILE NO. 13631

JOHN MOE, CLERK
CITY OF STEVENS POINT
1515 STRONGS AVE
STEVENS POINT, WI 54481

JANET R WOLLE, CLERK
TOWN OF HULL
4550 WOJCIK MEMORIAL DR
STEVENS POINT, WI 54481

MARIE HELMINIAK
TOWN OF STOCKTON
7252 6TH STREET
CUSTER, WI 54423

JOAN SCHEIDER
TOWN OF PLOVER
5081 HOOVER AVE
PLOVER, WI 54467

Subject: BILL SCHOFIELD ET AL ANNEXATION

The proposed annexation submitted to our office on September 26, 2012, has been reviewed and found, in the Department's opinion, to be against the public interest.

We recognize the City's desire to create a commerce center in this area which is consistent with its development strategy and would be a benefit for the region. In order for this to occur the city needs to expand, thereby altering its municipal boundary as represented on this proposed annexation.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city...." so as unincorporated land transitions to city or village status, the resulting boundaries are rational and easy for jurisdictions and residents to follow.

In this case, the chosen configuration of this annexation leaves a 40 acre parcel in the Town of Plover which is connected to the rest of the town by a 15' foot strip of town land, over one-quarter of mile in length. This parcel is essentially surrounded by the City of Stevens Point creating a functional town island. It results in boundaries that are difficult for both the City and the Town to administer, for state, federal, and regional jurisdictions to follow, and for local residents and businesses to understand. The shape of the annexation cannot be said to be compact and rational in shape or to be homogenous with boundaries of the existing City and does not coincide with the legislative intent of ch. 66, Wis. Stats..

Annexations that create these types of municipal boundaries, while seemingly harmless by themselves, when taken together with other similarly configured annexations by a city or village that occur over time, result in problematic municipal boundaries that are haphazard, confusing, inefficient to serve, and very difficult to correct.

EXHIBIT D

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13631**
The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this annexation review letter.

Sincerely,

Erich Schmidtke
Municipal Boundary Review

cc: petitioner

XI

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Gen. Ord. No. 6 - 17 - 18. By Alderpersons Bohren and Sorenson.
June 5, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:
Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to June 19th (2/3 vote)

Held to July 17 CC mtg.

7/17/17 - Wolf: motion to hold

EXHIBIT H

149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line

of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

Section 2. **Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to

any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

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

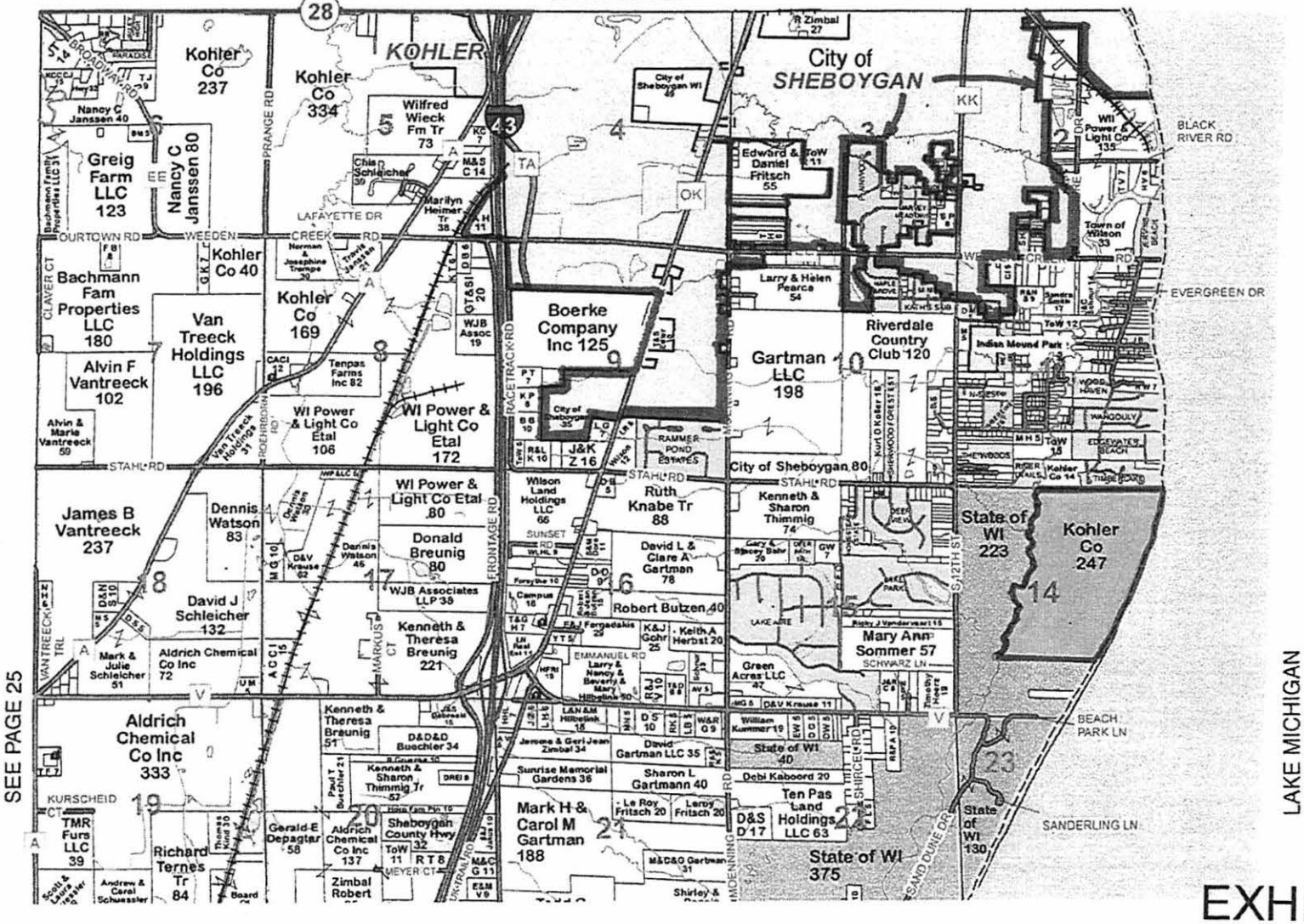
FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Wilson

Township 14N - Range 23E

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SEE PAGE 35



SEE PAGE 25

EXHIBIT A

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

City of
Sheboygan
spirit on the lake.

May 22, 2017

SENT VIA EMAIL ONLY

Mr. Erich Schmidtke
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

Re: Petition file no. 14018

Dear Mr. Schmidtke:

My office has been directed to supplement the response of the City of Sheboygan (the "City") to the proposed annexation in file no. 14018 from the Town of Wilson (the "Town") to the City. Specifically, this letter supplements the City's response to Section 12 of the Annexation Review Questionnaire and provides other relevant information bearing upon the public interest in the proposed annexation referenced in your letter dated May 4, 2017 to City Clerk Susan Richards.

After a careful review of the relevant legal standard, I believe the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c). I ask that you concur.

1. Governmental services, including zoning, to the territory to be annexed can clearly be better supplied by the City as opposed to the Town.

(a) Zoning. The City offers extensive planning and zoning services. As noted in our response to Section 11(b) of the Questionnaire, the City appropriates $368,000 annually for planning services. The City maintains a professional staff of four full-time planners as well as professional engineering staff. Most importantly, the City has included the territory in its Comprehensive Plan adopted December 5, 2011. Current uses and potential development within the area are consistent with both the Comprehensive Plan and the City's Zoning Maps.

By contrast, the Town's budget for planning services is $4,000 per year, and the Town relies on hiring outside experts to assist in any significant planning matters.

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

EXHIBIT E

(b) Sanitary Sewer Service. The City alone is able to process sanitary waste, not just in the area proposed for annexation, but in all areas north and south of the City. Sanitary sewer is supplied to the territory, as well as the entirety of the Town and the Town of Sheboygan, pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region.

While the Town owns some sewer pipes near the territory proposed to be annexed, all area waste feeds into the City's pipes and is treated by the City. Any sanitary sewer services offered by the Town are obtained solely via the Town's agreement with the City.

(c) Water Service. The City alone is able to provide water service to the territory proposed to be annexed. The City has its own Water Utility, under the direction of the Sheboygan Board of Water Commissioners. The Water Utility maintains some of the lowest water rates in the State of Wisconsin and is able to service a wide range of customers, including customers with heavy use needs, at very affordable rates. Consistent with *Town of Hallie v. City of Chippewa Falls*, 105 Wis. 2d 533, 542, 314 N.W.2d 321, 326 (1982), the City permissibly conditions extension of water services upon annexation. The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concerns that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

Currently, there is a 12-inch water line available at the intersection of Riverdale and 12th Street. This line is less than one-half mile away in two directions from the territory proposed to be annexed. There also is a 16 inch water line available on the west side of the proposed annexation at approximately 340 feet south of Creekview Court and Moenning Road. Over the next one to three years, the Water Utility plans to extend its water service south along South 12th Street and west along Stahl Road (CTH KK) to create a loop to service all interested customers who annex to the City.

By contrast, the Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. Indeed, in the past, Town officials have expressed concern that additional high capacity wells in the area could undermine existing private residential wells.

(d) Police and Fire Services. The City has well-established, well-funded emergency services, including full-time professional police, fire and EMS staff. While the Town contracts with the Sheboygan County Sheriff's Department for law enforcement services, the City maintains its own police department. Similarly, the City maintains its own fire department. City Fire Station 5 is located at 4504 South 18th Street, just north of the area proposed for annexation and is staffed full time 24/7 by three firefighter/paramedics with an aerial truck and a pumper. Emergency response time from that station would be 60 seconds for dispatch time and 180 seconds for drive time. The Town acknowledges that it avails itself of a Mutual Aid Box Alarm System to ensure that the City's fire department responds (in addition to Town fire personnel) in the event of an emergency. Accordingly, the City is well positioned to provide emergency services, and the Mutual Aid Box Alarm System ensures that all area fire personnel respond in the event of an emergency--avoiding any confusion as to which personnel should respond.

For these reasons, it should be self-evident that the City can better supply governmental services, not just to the area currently proposed to be annexed, but also to areas likely to annex in the near future if this annexation is successful. City officials would be happy to provide your office additional information at your request.

2. The territory proposed to be annexed is contiguous to existing City boundaries, and the shape of the territory is more homogeneous with the City than with the Town.

(a) Territory is Contiguous to Existing City boundaries. While Wis. Stat. sec. 66.0217(3) requires territory proposed for annexation to be contiguous to the annexing City, "contiguity" is not specifically defined in the statute. The court in *Town of Lyons v. City of Lake Geneva*, 56 Wis. 2d 331, 336, 202 N.W.2d 228, 231 (1972) adopted Black's Law Dictionary's definition of contiguous, meaning "in close proximity; near, though not in contact; neighboring; adjoining; near in succession; in actual close contact; touching; bounded or traversed by." That court held that "contiguous" does not even have to mean "touching" and upheld an annexation ordinance where a gap existed between the limits of the annexing city and the annexed area.

Notwithstanding, that rather broad definition, the territory proposed to be annexed in this petition actually physically touches the existing City boundaries, and is thereby contiguous to the City boundaries.

(b) Connection with City Boundaries is Substantial. It is true that an annexation failed in *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) where the property touched Racine city limits only by a corridor (which was established as a street) varying in width from 152 to 306 feet. However, it is important to note that substantially the same annexation was accomplished and upheld in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965) when more land was annexed at the territory's juncture with the city.

The area proposed for annexation here is more like that in the second Mt. Pleasant case and subsequent annexations upheld by the courts than the annexation in the first Mt. Pleasant case. The juncture of this territory with the existing City boundary is 650 feet (not 250 feet as suggested by the Town).

(c) Territory is Not a "Balloon on a String". One of the key holdings of the first Mt. Pleasant case was its invalidating of what the court characterized as a "shoestring" annexation because it created "crazy quilt boundaries" which were "difficult for both the city and the town to administer." But, later courts have upheld irregular, serpentine annexations and distinguished them from the shoestring annexation in the first Mt. Pleasant case--especially when such annexations resulted in better provision of governmental services, facilitated planning objectives or arose from irregular existing municipal boundaries.

- In *Town of Vernon v. Village of Big Bend*, 2001 Wis. Ct. App. 00-1007 (2001), the annexation of property which moved "in a serpentine fashion along Highway 164, excluding existing subdivisions and parcels before expanding to include commercial properties at a highway interchange" was found to be contiguous and of "an acceptable shape."

- *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005) held that an "armlike extension of the northern municipal boundary of the Village of West Baraboo" was not a "shoestring or balloon on a stick" when the village did not rely "solely on the highway right-of-way to capture a distant prized parcel" and the

corridor consisted of parcels flanking both sides of a highway corridor.

- *Town of Medary v. City of LaCrosse*, 88 Wis.2d 101, 117, 277 N.W.2d 310, (1978) upheld an irregularly shaped annexation, concluding that "While the shape of the annexation is somewhat irregular, the irregularity is partly necessitated because of the irregularity of the LaCrosse city limits..."

As these cases subsequent to the first Mt. Pleasant case demonstrate, the shape and homogeneity of the territory must be evaluated in context—the context of availability of governmental services, the context of plans by both the municipalities and the petitioners, and the context of existing municipal boundaries.

Town of Sugar Creek v. City of Elkhorn, 231 Wis. 2d 473, 479, 605 N.W.2d 274 (1999) favorably quoted George Hall, former Director of Municipal Boundary Review, in explaining that "homogeneity in shape requires looking beyond mere physical boundaries and considering the economic uses proposed..." Similarly, the Town of Baraboo court considered relevant that the corridor annexed had experienced increased traffic flow and development pressure in recent years and that the annexation allowed the village to plan for orderly development served by appropriate municipal services.

Courts respect the will of owners and electors petitioning for annexation. "The general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines...the choice of boundaries is a matter of discretion by the petitioners...They have the right under the statute to act in light of their desires and their best interests... [and]...are under no obligation to include areas in the annexation that are of no concern to them...They may determine the boundaries so as to insure the annexation's success." *Town of Campbell v. City of LaCrosse*, 268 Wis.2d 253, 673 N.W.2d (2003). The Town of Campbell court noted that the first Mt. Pleasant case "is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties..."

Here, the bulk of the territory proposed to be annexed consists of 10, 20 and 40 acre parcels. No connection is proposed solely via right of way. Further, the City has received inquiries about annexation from additional owners

abutting and near to this territory, so the City expects that additional annexations to square City boundaries are likely in the future.

The City has planned for the area subject to this annexation petition and abutting areas to be included in, and served by, City services. The City's 2011 Comprehensive Plan for this area provides not only the recreational development proposed by this petitioner, but also desperately needed land for additional residential development. The City currently only has 61acres available for new single family home development within its existing boundaries. It bears noting that, although the City has not signed any annexation petition, the City owns a 20 acre parcel included within the territory proposed for annexation as well as 60 acres of vacant land abutting the territory further to the west—all of which currently lies within the Town. The City acquired this land to facilitate additional residential development in the City and anticipates annexing it as soon as possible—connecting this territory with the existing City boundary to the west of Moenning Road.

Similarly, plans of petitioners to develop a championship golf course in this area also are consistent with City plans. The City anticipates significant economic benefits from the petitioners' development, including significant increases in property tax base and hotel tax revenue. As established in case law, petitioners' desires to advance their best interests should be respected and the City cannot be charged with any arbitrariness in the boundaries of this annexation proposed by the petitioners. Similarly, any arbitrariness in proposed annexation boundaries arising from existing City/Town municipal boundaries should be excused. Indeed, this annexation presents the means of realizing the City's long term planning objectives.

(d) Territory Does Not Create a Town Island. The Town's charge that this annexation would create a functional town island ignores applicable law. Wis. Stat. sec. 66.0221(1) prohibits a city or village from creating "by annexation, a town area which is *completely surrounded* by the city of village." *Wagner Mobil, Inc. v. City of Madison*, 190 Wis. 2d 585, 593, 527 N.W.2d 301 (1995) holds that a town island is created under Wis. Stat. sec. 66.0221(1) only when a portion of the town is entirely encircled by the corporate boundaries of the annexing city or village. The annexation in that case was upheld although a functional town island was created by the City of Madison on two sides and by two different towns and a village on other sides.

Here, a casual review of the existing City/Town boundary displays several more significant isolated areas than that proposed with this annexation. But, more importantly, any isolation of areas that would remain in the Town following this annexation would be caused, not just by proximity to the City, but also by Lake Michigan. This is the exact circumstance upheld by the Wagner Mobil court.

While the shape of the proposed annexation and the homogeneity of the territory may be somewhat irregular, they are not usual for the City's existing southern boundary. Further, this annexation facilitates the City's long term planning objectives and accommodates extension of City services. The desires of the petitioners in drawing their boundaries should be respected and found to satisfy the public interest as they did in the Town of Vernon, Town of Baraboo and Town of Medary cases.

For all of the reasons in our original questionnaire and in this letter, we urge you to find that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

Sincerely,

Charles C. Adams
CITY ATTORNEY

Enclosures

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TOWN OF WILSON
SHEBOYGAN COUNTY, WISCONSIN

Resolution Authorizing Litigation

RESOLVED, that the Town's attorneys are authorized and directed to file a lawsuit in Sheboygan County Circuit or other appropriate venue against the City of Sheboygan and any other parties identified by the Town's attorneys as necessary or appropriate to be included in the lawsuit including, but not limited to, Kohler Co., seeking to contest the annexation by the City of Sheboygan of property formerly located in the Town of Wilson pursuant to the annexation petition submitted by Kohler Co and the annexation ordinance known as City of Sheboygan General Ordinance No. 6-17-18. The Town's attorneys are further authorized to take such action deemed necessary in their judgment to give effect to the intent of this Resolution.

Dated this 11th day of September, 2017.

TOWN OF WILSON

By: _____
John Ehmann, Town Chairperson

Attest:
_____
Georgene Lubach, Town Clerk

EXHIBIT I

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

US Army Corps of Engineers
St Paul District

Public Notice

APPLICANT: Kohler Company

ISSUED: April 6, 2017
EXPIRES: May 6, 2017

REFER TO: 2015-01213-JLK

SECTION:404 - Clean Water Act

1. APPLICATION FOR PERMIT TO discharge dredged and fill material into 3.69 acres of wetlands adjacent to the Black River and Lake Michigan for the purpose of constructing an 18-hole golf course and related facilities in the Town of Wilson, Sheboygan County, Wisconsin.

2. SPECIFIC INFORMATION

APPLICANT	Kohler Company 444 Highland Drive Kohler, Wisconsin 53044
AGENT	Stantec Consulting Services, Inc. 1165 Scheuring Road De Pere, Wisconsin 54115

PROJECT LOCATION: The project site is located in Section 14, Township 14 North, Range 23 East; Sheboygan County, Wisconsin. Latitude 43.6813760, Longitude -87.7093660.

DESCRIPTION OF PROJECT:

GOLF COURSE AND SUPPORT AMENITIES: The applicant has applied for a Department of the Army permit to discharge dredged or fill material into waters of the United States in association with construction of an 18-hole public golf course and related support amenities on a 247 acre parcel of land owned by Kohler Company. Support amenities include a centrally located 9,000 square foot multi-level club house, parking near the club house, practice range, caddie/cart barn, cart paths, and two resting stations. The project also includes an irrigation pond, entrance road, and maintenance facility which are described below.

ENTRANCE ROAD AND MAINTENANCE FACILITIES: The applicant is proposing to construct an entrance road to the golf course from the existing Kohler-Andrae State Park entrance on Beach Park Lane. As part of this project, the applicant would modify Beach Park Lane from the bridge over the Black River east to the State Park entrance by adding a roundabout design that includes two dedicated lanes for park visitors while golf course traffic and exiting park visitors would utilize the roundabout. The entrance road would then be routed north through a portion of the State Park onto Kohler Property to the proposed club house and parking area. A 22,000 square foot maintenance facility is proposed adjacent to the existing State Park maintenance building and has been designed to avoid all wetland impacts. The maintenance facility and portions of the entrance road would require an easement from the State of Wisconsin on approximately 4 acres of the State Park.

UTILITIES: It is anticipated that utilities (gas, electric, and communications) would connect to existing services located along County Trunk Highway V (CTH V) right-of-way approximately one-half mile west of the project area. To minimize impacts, new services would be bound beneath State Park property including all wetlands and the Black River within an agreement

EXHIBIT B

easement less than one acre in size. Approximately 1,500 square feet of temporary wetland disturbances would occur in the CTH V right-of-way for the bore pit. Potable water and irrigation water would be from onsite wells. Conventional onsite septic field systems would be used to treat domestic wastewater.

IRRIGATION: A high capacity irrigation well would supply water to a 5.7-acre irrigation pond constructed in the northcentral portion of the site. Water from the pond would be distributed via an underground irrigation system to the appropriate areas of the golf course. The applicant has indicated that irrigation water Best Management Practices (BMPs) and a computer controlled system would be utilized to reduce volume and maximize efficiency.

AREA OF FILL AND AFFECTED WETLANDS: The proposed project is situated east of the Black River and west of Lake Michigan on approximately 247 acres of undeveloped land dominated by hardwood forests. The site contains approximately 48 acres of wetlands that includes alder thicket, hardwood swamp, interdunal wetland, Great Lakes ridge and swale complex, and wet meadow wetland.

The project would involve the discharge of dredged and fill material within and direct affects to 3.69 acres of wetlands (7.7% of all wetlands present on the site). The directly affected wetlands include 2.23 acres of floodplain wetland associated with the Black River, 1.36 acres of ridge and swale wetland associated with Lake Michigan, and 0.10 acre of fresh (wet) meadow.

Potential secondary effects have been identified and include indirect wetland impacts from storm water runoff and nutrient loading; forested wetland conversion to herbaceous communities, hydrologic alterations, shading from bridges, and drawdown of water table from wells.

SOURCE OF FILL MATERIAL: Fill material is anticipated to primarily come from on-site materials resulting from site grading. As needed engineered soil material would be obtained from an off-site source identified by the construction contractor.

SURROUNDING LAND USE: The project area is bordered on the north by residential developments, east by Lake Michigan, and to the west and south by the Kohler-Andrae State Park. The property is zoned appropriately for land use as a golf course.

PROJECT ALTERNATIVES: During project planning, the applicant identified and evaluated 17 different on-site design alternatives, including a No Build alternative. The applicant also considered off-site alternatives but was unable to identify any properties with comparable characteristics to meet the overall project purpose.

With consideration to technical, logistical, and economic constraints, the applicant has attempted to design a project that, to the maximum extent practicable, would avoid and/or minimize environmental impacts including limiting tree clearing, preserving natural dunes/contours, and avoiding direct impacts to Lake Michigan near-shore wetlands and interdunal wetlands. The applicant also attempted to avoid and/or minimize impacts to all other aquatic resources, the Kohler-Andrae State Park, plant and animal species, historic properties, and local residents. The applicant has also considered potential secondary effects to wetlands and has incorporated measures such as vegetated buffer strips designed to capture and filter runoff to reduce nutrient loading in wetlands and minimizing and mitigating for wetland conversion.

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

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*ALSO ADMITTED IN WISCONSIN

June 1, 2017

Via Email to wimunicipalboundaryreview@wi.gov and mark.herman@wisconsin.gov

Erich Schmidtke
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Town of Wilson's Second Submittal for DOA Petition File No. 14018

Dear Erich:

In addition to the Town of Wilson's submittal to DOA on May 18, 2017, please consider this second supplement that responds to the City of Sheboygan.

I. Territory Petitioned for Annexation is Not Contiguous to the City of Sheboygan

1. MBR's Moment of Truth

The review of this annexation petition becomes simple when this fact is considered: The proposed Kohler annexation is likely the largest gerrymandered, balloon-on-a-string annexation submitted to Municipal Boundary Review in decades. I reviewed thousands of annexations over six and one-half years and never saw a more egregiously gerrymandered, balloon-on-a-string annexation. These types of annexations are very seldom submitted to MBR for review, because most petitioners and cities understand that an annexation with this shape and characteristics is against the public interest. The City of Sheboygan and Kohler apparently believe they can make their own rules. This is a moment of truth for Municipal Boundary Review. If MBR cannot muster the courage to find against this annexation, then MBR's annexation review function is broken, and it might as well stop reviewing annexations.

EXHIBIT F

2. Shape of Proposed Annexation Worse than in Controlling Precedent

Town *of Mount Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) is directly on all fours with the proposed Kohler annexation. Kohler and the City will attempt to argue that it does not apply and will quote phrases from other cases to create the illusion that the proposed annexation is lawfully contiguous—it is not. No other court case is more applicable here than *Town of Mt. Pleasant*.

The shape of the proposed Kohler annexation is more irrational and gerrymandered than the annexation in *Town of Mount Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964). The cases the City cites do not resuscitate the proposed Kohler annexation. The annexed territories in the cases cited by the City have more rational shapes than the proposed Kohler annexation. *Town of Mount Pleasant* is directly on point here, whereas the decisions cited by the City are distinguishable, and often irrelevant as explained in detail below.

In *Town of Mt. Pleasant*, the string of the balloon was 1,705 feet long with a width ranging from 152 feet to 300 feet. That is a length to width ratio of 11.2 at the string's narrowest point, and a ratio of 5.6 at the widest point. In other words, the length of the connecting string in *Town of Mt. Pleasant* ranges from 5.6 to 11.2 times its width. The string of the balloon in the proposed Kohler annexation is about 5,448 feet long with a width ranging from about 190 feet to about 650 feet. That is a length to width ratio of 28.6 at the narrowest point, and a ratio of 8.3 at the widest point. For the proposed Kohler annexation, the length of the connecting string ranges from 8.3 to 28.6 times its width. Therefore, the Kohler property's gerrymandered connection to the City of Sheboygan is substantially more tenuous than the connection to the City of Racine ruled not contiguous in *Town of Mt. Pleasant*. Further, the "balloon" portion of the proposed

Kohler annexation is roughly 5,000 feet by 3,000 feet,[1] and the balloon portion in *Town of Mt. Pleasant* was roughly 2,950 feet by 2,800 feet. Thus, not only is the "string" longer, but the balloon portion of the proposed Kohler annexation is significantly larger than the balloon in *Town of Mt. Pleasant*.

Based on the comparative ratios for the strings, and relative sizes of the balloons, the shape of the proposed Kohler annexation is significantly more irrationally gerrymandered and egregious than the annexation struck down by the Wisconsin Supreme Court in *Town of Mt. Pleasant*, 24 Wis. 2d 41 (1964). If *Town of Mt. Pleasant* represents the threshold of an annexation that is not contiguous and against the intent of Wis. Stat., § 66.0217(3), the shape of the proposed Kohler annexation is well-beyond that threshold for what constitutes an unlawful annexation.

The cases the City cites do not free the proposed Kohler annexation from the controlling precedent of *Town of Mt. Pleasant*. None of those cases contain a balloon-on-a-string with a shape as egregious as the annexation in *Town of Mt. Pleasant*, much less the even more egregious shape of the proposed Kohler annexation.

3. Cases Cited By City Do Not Revive Proposed Annexation

Town of Lyons v. City of Lake Geneva, 56 Wis. 2d 331 (1972), offers no support for the proposed Kohler annexation. The Black's Law Dictionary definition of "contiguity" quoted by the City merely strengthens the Town of Wilson's position that the proposed Kohler annexation is not contiguous. The on-the-ground relationship between the City of Sheboygan boundary and the land containing the people who actually signed the annexation petition is not "in close proximity," not "near," not "adjoining," not "in actual close contact," and not "touching."

---

1 The required map sent to the Town of Wilson by Kohler contained barely legible numbers labeling distances.

Something that *Town of Lyons*, *Town of Mt. Pleasant*, and other annexation cases make clear is that only examining whether or not territory touches municipal limits does not by itself determine if territory is contiguous pursuant to Wis. Stat., § 66.0217(3). Shape, size, land characteristics, homogeneity, and location also matter.

The fact that the territory in *Town of Lyons* was separated from the City of Lake Geneva by a 23-foot wide section of public road does not bear on whether Kohler's balloon-on-a-string annexation, with a meandering mile-long corridor, is contiguous. Crossing standard-width public roads and narrow water bodies does not break contiguity, but arbitrarily meandering a mile to contrive a "string" connection to a "balloon" territory does break contiguity. There is no inconsistency in those two positions. Further, the shape of the annexation in *Town of Lyons* was not at issue, and that annexation was by unanimous consent.

The City's contention that the proposed annexation here is "more like that in the second *Mt. Pleasant* case" is untrue. In that second case, *Mount Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965), the petitioners added a substantial amount of land to the "string" portion of the territory to make it contiguous. In fact, the *Mt. Pleasant II* annexation contained about 20% more land than the first—and most of that land was added to the "string" to create a more substantial connection to the City of Racine. *Id.* at 521. The Court described the changes from the first to the second Mt. Pleasant annexation:

> (1) The area covered by the annexation was increased from 144 to 172 acres. (2) The strip connecting the territory to the city was widened from 186 to 1,023 feet. (3) All of Marlyland avenue was included instead of just one-half. (4) A 424-by-1,059-foot area was added north of Maryland avenue. (5) A 17-foot strip south of Taylor avenue was eliminated by making that avenue the southern boundary for the area. (6) A 22-foot strip east of Meachem road was removed by making that road the eastern boundary. (7) A 292-by-397-foot section lying west of Meachem was added.

Mt. Pleasant II, 28 Wis. 2d at 521 (references to exhibits omitted).

Those changes made the annexation in *Mt. Pleasant II* acceptable by lessening the balloon-on-a-string shape found in the first *Mt. Pleasant* case. The Town of Wilson has shown above that the proposed Kohler annexation is more egregiously gerrymandered than the annexation in the first *Mt. Pleasant* case. Thus, given the boundary changes that improved the annexation's shape from the first to second *Mt. Pleasant* annexation, it is impossible that the proposed Kohler annexation is more like *Mt. Pleasant II* than the *Mt. Pleasant I.* The shape of the proposed Kohler annexation is even worse than the annexation struck down in *Mt. Pleasant I.* And that is only the shape. The land characteristics and homogeneity of the territory in the proposed Kohler annexation, e.g., state park lands, forests, wetlands, sand dunes, lands with endangered species, outdoor recreational land, native-American burial sites (see Town's previous submittal), are not urban and have more in common with lands in the Town of Wilson than in the City of Sheboygan. In contrast, in *Mt. Pleasant II,* 132 acres were already platted out of 172 total acres annexed. *Id.* at 528. There is no truth to the City's assertion that the proposed Kohler annexation is more like the annexation upheld *Mt. Pleasant II* than the annexation struck down in *Mt. Pleasant I.*

The City's contention that the proposed Kohler annexation is not a balloon-on-a-string does not correspond with basic reality—anyone who views a map of the proposed annexation will see that it resembles a balloon-on-a-string. Not surprisingly, all of the cases on that issue cited by the City are irrelevant to the proposed Kohler annexation.

Town of Vernon v. Village of Big Bend, is an unpublished decision that is not legal precedent and should be ignored. If Municipal Boundary Review chooses to rely on unpublished cases, the Town proffers *City of La Crosse v. City of Onalaska*, 178 Wis. 2d 314 (Ct. App.

1993). *City of La Crosse* is on point here and uses *Town of Mt. Pleasant* as controlling authority. In *City of La Crosse*, the Wisconsin Court of Appeals struck down the Pralle annexation, which was a 295-acre "gerrymandered shoestring" in the Town of Medary that was "three-quarters mile long and 250 feet wide." Compared to the annexation struck down in *City of La Crosse*, the proposed Kohler annexation is a hyper-gerrymandered behemoth.

The shape of the annexation in *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005), does not resemble the proposed Kohler annexation, which is why the court in *Town of Baraboo* stated that annexation was "not a shoestring or balloon on a stick." The ratio of its length to width was reasonable and the annexed lands were, or about to become, commercially developed along State Highway 12.

The City's reliance on *Town of Medary v. City of La Crosse*, 88 Wis. 2d 101 (1978), is misplaced. The annexation in *Town of Medary* was not a balloon-on-as-string and not located over a mile from city limits and city services. In *Town of Medary*, the shape, characteristics, and location of that annexed territory substantially differ from those of the proposed Kohler annexation. 88 Wis. 2d at 105-107. The annexed territory in *Town of Medary* was sandwiched between the City of La Crosse and the City of Onalaska in an area rapidly transitioning to urban uses near a major shopping center. The annexation in *Town of Medary* was contiguous to La Crosse and directly adjacent to Onalaska—it had homogeneity with the surrounding urban landscapes in those cities. The opposite is true of the territory petitioned by Kohler here. Its characteristics have more homogeneity with the Town of Wilson—the territory belongs in the Town, not the City.

The City relies on the Court of Appeals case *Town of Sugar Creek v. City of Elkhorn*, 231 Wis. 473 (Ct. App. 1999); however, that annexation was not a balloon-on-a-string as is the

proposed Kohler annexation. The court's opinion described the annexation there as having the "normal, customary and usual shape for annexations." *Id.* at 479. As in the *Town of Baraboo* case described above, the annexation in *Town of Sugar Creek* was adjacent to a state highway (STH 12/67), and state highways form the economic base for many small cities, such as Elkhorn. *Id.* at 481-482. No state highways are near the proposed Kohler annexation. Finally, Kohler petitioned for annexation via the one-half approval method and many landowners did not sign the petition, which produced an arbitrarily and irrationally drawn boundary. In contrast, the annexation in *Town of Sugar Creek* was by unanimous consent as the court stated that "all the landowners in the annexed area signed the petition." *Id.* at 475.

4. City Misunderstands Role of Functional Town Island

The City misunderstands the Town's reasons for pointing out that the proposed annexation creates a functional town island. The Town never claimed that a functional town island is unlawful. A functional town island by itself does not render an annexation invalid; however, a functional town island, such as the one created by the proposed Kohler annexation, contributes to a finding that the proposed annexation arbitrarily creates crazy-quilt municipal boundaries that inhibit governmental service delivery. Though functional town islands are lawful, gerrymandered annexations that create crazy-quilt municipal boundaries are not, and dividing the Town would make the boundary quilt even crazier.

II. <u>Town Is Better Able to Serve the Territory</u>

1. Proposed Zoning Does Not Follow City's Comprehensive Plan

The City of Sheboygan's Future Land Use map from its Comprehensive Plan is attached as <u>Exhibit 1</u>. It designates the Kohler property as "public park and open space." Similarly, the Town of Wilson's Comprehensive Plan has it designated as conservation and park lands.

At Kohler's request, the City would bring the territory into the City under a zoning designation of SR-5, including for the state park lands. On May 30th, the City Plan Commission quickly approved zoning the annexation territory as SR-5. The SR-5 zoning allows residential development at five dwelling units per gross acre, with lots as small as 6,000 square feet. That zoning for the territory is not in keeping with the City's Future Land Use Map in its Comprehensive Plan. SR-5 zoning does, no surprise, allow private golf courses as conditional uses. Remarkably, City planning staff's report to City Plan Commission said the SR-5 zoning for the annexation territory is consistent with the City's Comprehensive Plan, which is a blatant falsehood. Further, what backward rationale could the Plan Commission have to zone state park land at 5 units per acre residential? That will, perplexingly, make the existing state park land a nonconforming use. If those are examples of the quality of the "extensive planning and zoning services" the City gets for its $369,000 annual planning budget, the Town surely can better provide planning and zoning services to the petitioned territory. The City's zoning for the territory is solely to give Kohler the opportunity to do whatever it wants irrespective of any standards that are actually appropriate for the subject land.

The Town of Wilson began formal comprehensive planning in 1997, a decade before state law made it mandatory. The Town's Land Use Map shows the same types of future land uses as the City's Future Land Use Plan; with Kohler's land being Park and Open space (green on both the City and Town maps), not yellow for residential. The proposed SR-5 zoning does not conform to either the City's or the Town's Comprehensive Plans.

Also relevant is Map 1-2 Opportunities and Focus Areas in the City Comprehensive Plan, attached as Exhibit 2. The territory proposed for annexation is not shown as a "focus" for City growth and investment. To the contrary, that City planning document labels the subject Kohler

properties as "Kohler Company Forest Preserve State Wildlife Refuge." That is an accurate description of the land, which on Tuesday the City Plan Commission approved for SR-5 zoning.

2. Town Can Better Provide Sanitary Sewer Service to the Territory

The City's submittal to DOA muddies the water on the sanitary sewer situation in the Sheboygan Area. The Sheboygan Regional Wastewater Treatment Facility is not a facility the City can use anyway it wishes, as the City implies in its briefing. The Regional Wastewater Treatment Facility serves the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Lima, Town of Sheboygan, Town of Sheboygan Falls, and Town of Wilson. The Town of Wilson Sanitary District #1 has served areas within the proposed annexation since 1988. The Town can immediately provide sanitary sewers to the petitioned territory, and is in a better position to do so than the City of Sheboygan. By the City's flawed logic, the entire Village of Kohler and City of Sheboygan Falls should be annexed to the City because sewer pipes serving those municipalities flow through the City to reach the Regional Wastewater Treatment Facility.

3. City States it Needs Housing—Kohler Seeks a Golf Course

The City wrote that the petitioned territory would provide "desperately needed land for additional residential development." However, the largest portion of the land in the proposed annexation is slated to become a golf course, and the next largest portion is an existing state park. The environmentally sensitive land owned by Kohler could support some residential development, but a density of five units per acre under SR-5 is wholly inappropriate to preserve the rare landscapes, such as sand dunes, coastal forests, beaches, and interdunal wetlands, along Lake Michigan that contain documented threatened and endangered species, and documented native-American burial mounds and artifacts. But more to the point, Kohler has no intention of building housing—all plans submitted to the Town of Wilson, Wisconsin Department of Natural

Resources, and Army Corps of Engineers solely show a golf course with no residential component. This is not surprising because there is barely enough room for a "minimalist" golf course, much less residential development. If the City has a "desperate need" to provide housing, it makes no sense to allow this annexation to be driven by a company with no interest in having housing on its property.

4. Extending City Water to the Kohler Property is Impractical

Kohler and the City have no plan to extend City water to the Kohler property. And such an extension of water service may not even be feasible given the isolated location of the Kohler property. But even if it is feasible, it makes no sense economically to extend water over a mile to the Kohler property. Unsurprisingly, the May 31st email from Kohler Company's attorney to DOA offers no concrete statement as to whether City water will be extended to the Kohler property, only that it is Kohler's intention to seek City water "subject to detailed engineering and feasibility analysis." The chair of the Town's Plan Commission, Roger Miller, is a civil engineer, and he believes it is likely not feasible that City water can serve the Kohler property.

Further, it is doubtful that the reason Kohler has not discussed water service with the City is because it is worried about an appearance of undue influence.[2] Kohler and the City have a pre-annexation agreement that obviously required detailed discussion to produce, and Kohler representatives have met with the City Council in closed session. The issue of City water to the Kohler property is a red herring. The Town has already shown that Kohler has represented to federal and state agencies that it intends to use well water for the proposed golf course.

---

2 "Kohler and the City have not discussed the details relating to provision of water service—to avoid assertions of undue influence." Email from Deborah Tomczyk, Kohler Atty to Mark Herman, DOA May 31, 2017.

Sincerely,

/s/ Robert Zeinemann

Robert Zeinemann
TIERNEY & CORREA, P.C.

cc: Mark Herman, DOA Legal Counsel

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TOWN OF WILSON
SHEBOYGAN COUNTY, WISCONSIN

RESOLUTION REGARDING THE ANNEXATION OF TERRITORY FROM THE TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

WHEREAS, the Town of Wilson conducted a joint Town Board and Plan Commission meeting on September 11, 2017, the City of Sheboygan's annexation of territory petitioned by the Kohler Company;

WHEREAS, public comment about this annexation of Town territory was heard by the Town Board and Plan Commission during the September 11, 2017 meeting;

WHEREAS, the Town Board, Plan Commission, and Town staff analyzed and discussed the issue of this annexation of Town territory to the City of Sheboygan;

NOW, THEREFORE, having heard from Town residents and staff, the Town Board of the Town of Wilson, Sheboygan County, Wisconsin does hereby resolve that some of the pertinent facts are as follows:

1. The residents of the Town of Wilson at the September 11, 2017 meeting were overwhelmingly opposed to the City of Sheboygan's annexation of Town territory described in the Kohler Company's petition for annexation.

2. Residents of the Black River area have overwhelmingly expressed that they have no intention or desire of ever annexing into the City of Sheboygan.

3. The natural landscape and character of the Town, including the Black River area, is not urban, and is intentionally less densely developed than territory in the City of Sheboygan.

4. The Town of Wilson, including the Black River area, has a distinct identity and history that arises from its rural and semi-rural natural landscape.

5. The Town of Wilson, including the Black River area, is not urban and is separate and distinct from, rather than homogenous to, the City of Sheboygan.

6. Residents of the Town of Wilson, including the Black River area, overwhelmingly expressed that the Town presently provides all governmental services needed by Town residents and needed for the Kohler Company's proposed country club in the annexed territory.

7. The governmental services provided by the Town of Wilson include fire service, first responders, two sanitary sewer districts, numerous parks, cemeteries,

EXHIBIT J

planning and zoning, constables, building permits and inspection, garbage and recycling disposal, dog licensing, liquor licensing, road construction, road maintenance and snow plowing.

8. The Sheboygan County Sheriff provides more than adequate police service to Town residents and businesses.

Dated this 11th day of September, 2017.

TOWN OF WILSON

By: _____
John Ehmann, Chairman

By: _____
Nancy DesJardins, Supervisor

By: _____
Daniel J. Rostollan, Supervisor

By: _____
Brian Hoffmann, Supervisor

By: _____
Tom Stoelb, Supervisor

Attest:

_____
Georgene Lubach, Town Clerk

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Kohler Co. wants Sheboygan to annex proposed golf course site

500 acres in Town of Wilson located along Lake Michigan

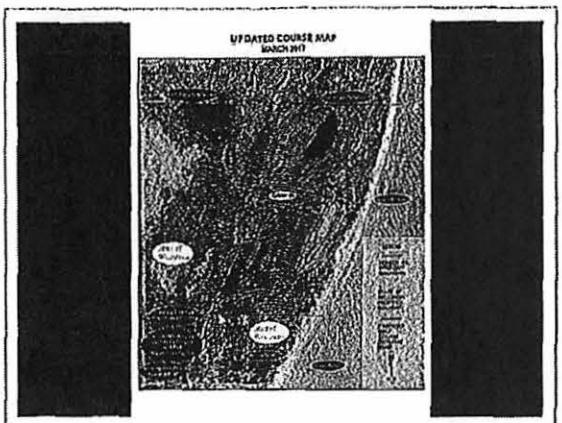
by Corrinne Hess | May 01, 2017, 1:23 PM

https://www.biztimes.com/2017/industries/arts-entertainment-sports/kohler-co-wants-sheboygan-to-annex-proposed-golf-course-site/

The Kohler Co. (http://www.corporate.kohler.com/) wants 500 acres of land, including the site of a golf course it wants to develop along Lake Michigan, annexed into the city of Sheboygan from the Town of Wilson.

The company published a notice of intent in the Sheboygan Press on Friday, saying the city is more fiscally stable to serve as a host for a "world-class golf destination."

"Our 18-hole, public golf course will be a tremendous economic benefit to the region, creating hundreds of jobs and an annual, multimillion dollar positive economic impact," said Dirk Willis, group director of golf for Kohler Co.'s Hospitality and Real Estate Group in a written statement. "It is in the public's best interest to have the project be located in a financially stable municipality like the City of Sheboygan, which is able to provide on a long-term basis the appropriate level of services to both the project and residents."



Kohler Co. golf course plans. Photo by Army Corps. of Engineers.

Kohler Co. has been planning an 18-hole course since 2015. It will be built on 247 acres of land along Lake Michigan that the company has owned in the Town of Wilson, south of the city of Sheboygan, for 75 years.

The course has been designed by Hall of Fame golf course architect Pete Dye and will join Kohler Co.'s two other courses in Sheboygan County, Whistling Straits (http://www.americanclubresort.com/golf/whistling-straits) and Blackwolf Run (http://www.americanclubresort.com/golf/blackwolf-run).

In March, Kohler Co. submitted permit applications for its proposed golf course to the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. The updated plans reduced the wetland impact from 25 acres to 3.69 acres.

The potential annexation would not have any impact on the ongoing review by the DNR and the Army Corps of Engineers, Kohler Co., Willis said.

"People understand that Kohler Co. has an established track record of good business and environmental stewardship, and we are committed to being a good neighbor following all of the municipal, state and federal regulations that apply," Willis said.

The Sheboygan city administrator Darrell Hofland said Kohler Co. will submit its completed annexation petition by mid-May and it will be on the city's plan commission agenda for discussion May 30.

Kohler Co. has expressed its desire to host at least two informal public meetings on the project and the Common Council has also indicated it would host a public meeting, Hofland said.

The plan commission will likely vote on the matter in June before the full council votes on the rezone request related to the annexation and a development agreement in June or July, Hofland said.

Hofland said the city is appealing to Kohler Co. because it can provide police, fire and water service to the property, which the town cannot. Water mains would need to be extended to the property.

"The city does not actively pursue annexations," Hofland said. "It is at a property owner's request to join a city or village."

The Town of Wilson will discuss the proposal in closed session tonight and likely make a decision in open session, although what that will be is still unknown, said Town Chairman John Ehmann.

Ehmann was cautious to speak without being advised by the town attorney. He said there are still many unanswered questions because the parcel Kohler Co. is seeking to annex does not border the city of Sheboygan.

"They are proposing a path through the town," Ehmann said. "It also looks like they are annexing some state land. This is a very unusual type of annexation they are seeking."

Hofland said in the annexation petition submitted to the Sheboygan Press, there is a connection identified where the township property and the city connect. It is on the city's southeast border near the Riverdale Country Club, he said.

"By state law it must be a connection," he said. "It could be 10 feet (wide) or a half mile, it just has to be a connection."

EXHIBIT C

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TIERNEY & CORREA, P.C.
719 Second Avenue
701 Millennium Tower
Seattle, WA 98104

Robert D. Zeinemann
Attorney At Law
Email: zeinemann@tierneylaw.com
Phone: (206) 232-3074
Facsimile: (206) 232-3076
*ALSO ADMITTED IN WISCONSIN

June 7, 2017

Via Email to wimunicipalboundaryreview@wi.gov and mark.herman@wisconsin.gov

Erich Schmidtke
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Town of Wilson's Third Submittal for DOA Petition File No. 14018

Dear Erich:

This letter and its exhibits provide additional information to assist you in reviewing the proposed Kohler Company annexation to the City of Sheboygan.

Attached as Exhibit 3, is an opinion letter by Municipal Boundary Review, dated October 5, 2009, Petition File No. 13411 (13429), which was a proposed annexation to the Village of Mount Horeb. This letter is posted on Municipal Boundary Review's website as an example, presumably as guidance to the public. That opinion letter states: "this annexation is essentially a "balloon on a string," a form of annexation prohibited by annexation law...." As authority, that letter cites the primary court decision relied on by the Town of Wilson in its briefing, *Town of Mt. Pleasant v. City of Racine,* 24 Wis. 2d 41, 127 N.W.2d 757 (1964). That letter is entirely consistent with how Municipal Boundary Review treats balloon-on-a-string annexations—they are found to be contrary to the public interest.

Attached as Exhibit 4, is a contiguity review conducted by Municipal Boundary Review on June 18, 2015, for an annexation ordinance adopted by the City of Whitehall. The result was that "the Department of Administration finds that this annexation territory is not 'contiguous' to the City of Whitehall." (emphasis original). The Department again cited *Town of Mt. Pleasant*, 24 Wis. 2d 41 (1964) as controlling authority. Regarding the City of Whitehall's annexation, the Department wrote:

> This type of configuration has been referred to by the Wisconsin Supreme Court in Mt. Pleasant v. Racine as a "Balloon-on-a-String configuration which is contrary to annexation law because it fails to constitute appropriate contiguity. It is worth noting that both the "Balloon" and "String" aspects of this annexation are significantly more substantial in terms of size and distance than was the case in *Mt. Pleasant v Racine...*,"

EXHIBIT G

The Town also refers you to DOA Petition File Nos. 13631 and 13648 for further support of the Town's case that the proposed Kohler annexation is against the public interest. The Town is highly confident that if it extensively searched the Department's municipal data system website, made public records requests for documents at DOA and in the state archives, and visited the State Historical Society library (the final resting place for annexation files), the Town would find bountiful and consistent examples of balloon-on-a-string annexations being given against the public interest findings from Municipal Boundary Review.

It would be arbitrary and capricious of MBR to reverse its past practices and precedents with regard to its treatment of proposed annexations that are balloons-on-a-string. Thus, MBR must find the proposed Kohler annexation to be against the public interest.

Another problem with this proposed balloon-on-a-string annexation is that the "balloon" portion of the annexation is far removed from the City. Because Town of Wilson residents surround the Kohler property territory on three sides (Lake Michigan is on the fourth side), the Town government should make the permit decisions because it's the Town residents who are affected, not City residents. Elected representatives of a far-away jurisdiction would make land use decisions that significantly impact more residents in the Town than the City. The City's conditional use (CUP) code provides an example of that dynamic.

Under both the City and Town's land use codes, Kohler would be required to seek a conditional use permit (CUP) to build a golf course. Both CUP codes have similar standards. The City's CUP standards state that it must find that "the proposed Conditional Use will not create major undesirable impacts on nearby properties." Sheboygan Code section 15.905(1)(d). The problem with that language is no City residents are nearby the Kohler property. Of course the City can find no impacts on nearby residents—there are no nearby City residents. Thus, the City officials won't pay a political price for upsetting the nearby Town residents and property owners. This is a reason why Sheboygan is the wrong local government to do the local land use review and permitting. The proposed annexation would create a situation where a more distant government makes decisions with the potential to create large negative impacts on residents who don't reside in the City.

Attached as Exhibit 5, is an exhibit City staff presented to the City Plan Commission in May. It is the SR-4 zoning recommended by the Plan Commission that evening. Compare Town Exhibit 5 to Exhibit 1 submitted to you on June 1st. As evidence that the Town can better provide zoning services, it is worth noting that the City's planning staff ludicrously wrote the following in its materials to the City Plan Commission:

> The proposed Suburban Residential (SR-5) zoning designation that is to be established for the parcels that are to be annexed into the City is consistent with the City of Sheboygan Future Land Use Map in the City of Sheboygan Comprehensive Plan.

Sincerely,

/s/ Robert Zeinemann

Robert Zeinemann
TIERNEY & CORREA, P.C.

cc: Mark Herman, DOA Legal Counsel

WISCONSIN DEPARTMENT OF ADMINISTRATION

JIM DOYLE
GOVERNOR
MICHAEL MORGAN
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

October 5, 2009

PETITION FILE NO. 13411 (13429)

CHERYL SUTTER, CLERK
VILLAGE OF MOUNT HOREB
138 E MAIN ST
MT HOREB, WI 53572-2138

HELEN KAHL, CLERK
TOWN OF BLUE MOUNDS
10566 BLUE VISTA RD
BLUE MOUNDS, WI 53517-9701

Subject: MT. HOREB AREA SCHOOL DISTRICT ANNEXATION

The proposed annexation submitted to our office on September 09, 2009, has been reviewed and found to be contrary to the public interest, as none of the concerns expressed in our previous determination letter have been addressed. To wit:

The subject petition is for territory that is reasonably shaped and technically contiguous to the Village of MOUNT HOREB. However, as filed, this annexation is essentially a "balloon on a string," a form of annexation prohibited by annexation case law:

> Section 66.0217 (6), Wis. Stats., requires the Department to advise the annexing municipality whether or not an annexation petition is in, or against, the public interest considering s. 66.0217 (6) (c), including shape and contiguity of the proposed annexation. In *Incorporation of the Town of Pewaukee,* 186 Wis. 2d 515, 525, the Wisconsin Court of Appeals opined "...that the DOD (now DOA) reviews annexations only in consideration of the objectives recognized by the legislature--to prevent haphazard, unrealistic and competitive expansion of municipalities which disregards the overall public interest." As a "balloon on a string"-type annexation, this petition does not meet the minimum standard for contiguity established by the Wisconsin Supreme Court in *Town of Mt. Pleasant v. City of Racine*, 24 Wis.2d 41, 127 N.W.2d 757 (1964). Balloon-on-a-string type annexations that use road right-of-way or other isolated strips of land for contiguity create bizarre and unworkable municipal boundaries that are difficult to serve and are confusing for area residents, businesses, emergency response personnel, and others.

The Town has reiterated its concern that representatives of the Mount Horeb Schools previously appeared before the Town Board in September of 2005, proposing that the site be used for a school bus garage, a use that the Town Board did not favor, expressing concerns over traffic and other safety issues. The Town Board requested that a traffic study be prepared before agreeing to any rezoning of the parcel, and the study was never submitted. The Town believes these concerns have yet to be addressed. The Village states that this property will likely be used for future school expansion, but that the plan commission has not reviewed any development proposals, and that municipal services may be available within the next 2-10 years. The "balloon on a string," (in this case an approximately 500' long string) configuration of this annexation petition, if adopted as an ordinance, could potentially present future problems for the Village as other parcel owners seek annexation in the future.

Given the configuration of Town and Village parcels in this area, including the CTH JG and USH 18/151 right-of-way at this location, I would recommend that the Village and Town jointly try to resolve the potential policy and service issues, either through a reworked annexation petition and subsequent rezoning, or preferably by an intergovernmental agreement using s. 66.0301 or s. 66.0307, Wis. Stats.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13411**

Mail these documents to:

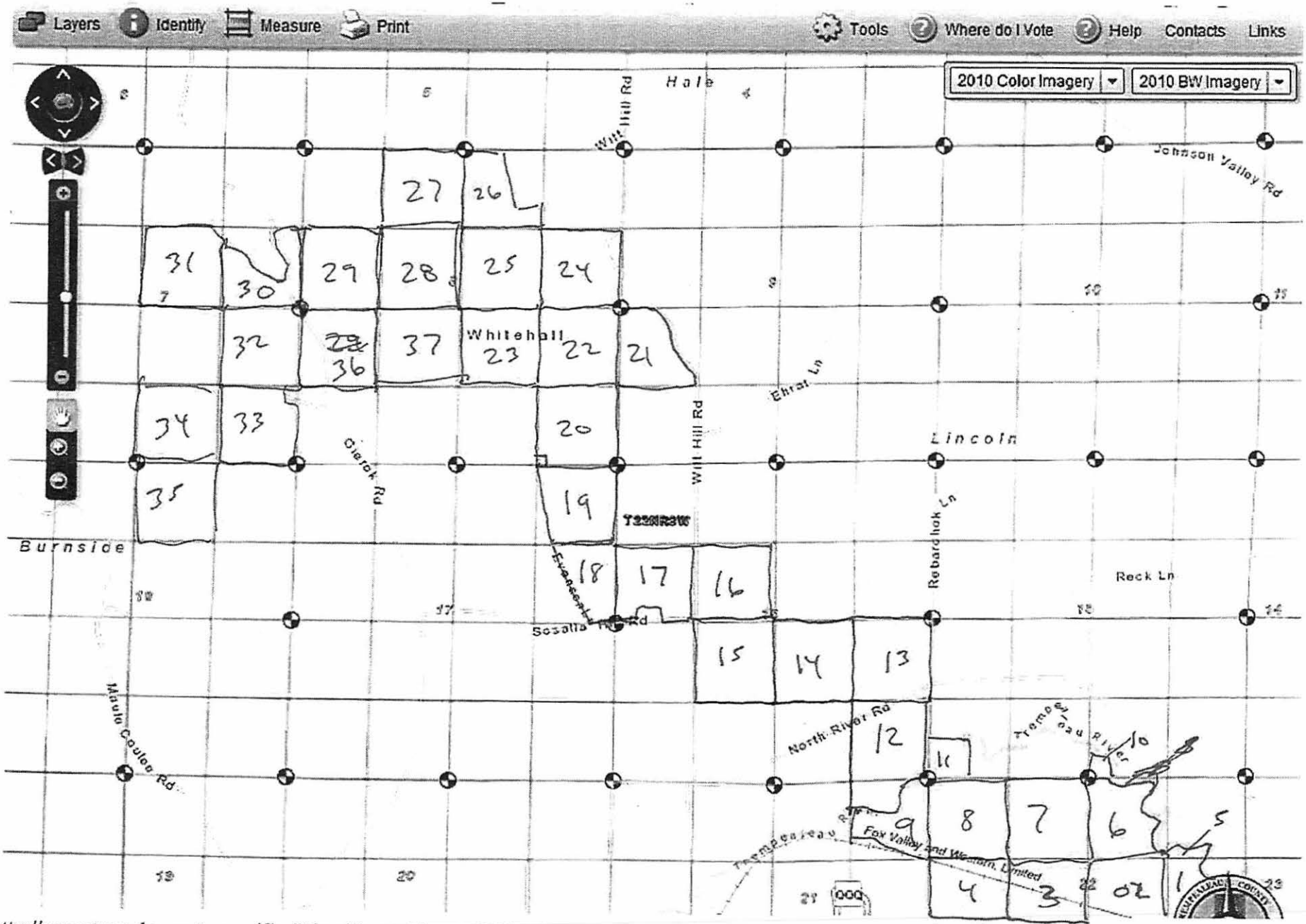
Wisconsin Department of Administration,
Municipal Boundary Review
PO Box 1645
Madison WI 53701-1645

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=192
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner


Layers
Identify
Measure
Print
Tools
Where do I Vote
Help
Contacts
Links
2010 Color Imagery
2010 BW Imagery
Hale
Will Hill Rd
Johnson Valley Rd
Whitehall
Ehrat Ln
Lincoln
Clerak Rd
Will Hill Rd
Rebardhok Ln
Reck Ln
Burnside
T22NR3W
Evansen Ln
Sosalla Rd
Maiula Coulee Rd
North River Rd
Trempealeau River
Fox Valley and Western Limited
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WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

June 18, 2015

JACK SPEERSTRA, CHAIRPERSON
TOWN OF LINCOLN
N35677 CTH D
WHITEHALL, WI 54773

Subject: City of Whitehall Annexation Ordinance

On May 29, 2015 the Department received a request per Wis. Stats. s. 66.0217(6)(d) to review an annexation which was adopted by the City of Whitehall for territory from the Town of Lincoln. Based upon the analysis detailed below, the Department of Administration finds that this annexation territory is not "contiguous" to the City of Whitehall.

In determining whether an annexation ordinance complies with s. 66.0217(6)(d), Wis. Stats., the Department considers:

1) Contiguity requirement - the annexation territory must be contiguous to the annexing city or village.

2) Same-County requirement – if no part of the annexing city or village is located within the same county as the annexation territory, then the town board whose territory is being annexed must first adopt a resolution approving the proposed annexation.

The Department finds that the City of Whitehall annexation ordinance meets the same-county requirement but not the contiguity requirement.

The City of Whitehall adopted an annexation ordinance on April 29, 2015 for territory from the Town of Lincoln in Trempealeau County. The City adopted the annexation in four "phases", with a separate ordinance adopted for each phase. Phase 1 lies immediately adjacent to the City's northern boundary, while Phases 2, 3, and 4 extend further and further out into the northwest part of the Town of Lincoln, with Phase 4 lying more than three miles from Whitehall's municipal limits.

The fact that the City chose to annex this territory via four separate ordinances on the same day does not in any way affect the Department's analysis. To limit its administrative inquiry to only certain phases or segments of this annexation would be to put form over substance. Lacking clearer guidance from the judiciary and the Legislature, the Department will examine the annexation in its entirety.

However, we will utilize the City's four phases for purposes of describing the annexation territory and analyzing its overall contiguity. Here then is each of the specific phases comprising this annexation:

- Phase 1 – consisting of over 1000 acres, Phase 1 territory adjoins the City's northern municipal boundary for a distance of approximately 1 mile;

- Phase 2 – consisting of over 1000 acres, Phase 2 territory constitutes a narrow ribbon, varying in width from 370-400 yards, which snakes out into the Town of Lincoln in a northwesterly direction for a distance over 1.5 miles before connecting with Phase 3;

- Phase 3 – consisting of roughly 1500 acres, Phase 3 territory adjoins with Phase 2 at a connection of roughly 380 yards before expanding considerably both east-west and north-south, and

- Phase 4 – consisting of approximately 1200 acres, Phase 4 territory adjoins with Phase 3 along Phase 3's western boundary at a connection distance of ½ mile and then extends to the west and south in an irregular fashion.

Were this annexation limited to the territory in Phase 1, it might be found to be contiguous because of Phase 1's compactness and lengthy connection to the City. However, this annexation also includes additional territory in Phases 2, 3, and 4, and it is with regards to this territory that there exists a contiguity problem. Specifically, Phase 2 constitutes a long and narrow corridor of territory which primarily serves to connect the much larger territory in Phases 3 and 4. This type of configuration has been referred to by the Wisconsin Supreme Court in *Mt. Pleasant v. Racine*[1] as a "Balloon-on-a-String" configuration which is contrary to annexation law because it fails to constitute appropriate contiguity. It is worth noting that both the "Balloon" and "String" aspects of this annexation are significantly more substantial in terms of size and distance than was the case in *Mt. Pleasant v. Racine*, particularly considering the relationship of the annexation to the City of Whitehall's existing primary core area.

Based upon the foregoing it is the finding of the Department of Administration that the territory annexed from the Town of Lincoln is not "contiguous" to the City of Whitehall.
The Department's finding is advisory in nature, and is not binding upon any party. However, the Department's finding does entitle the Town of Lincoln to challenge the annexation in circuit court, pursuant to Wis. Stats. s. 66.0217 (6) (d) 2., should the Town choose to do so.

If the Town of Lincoln does in fact decide to contest this annexation in court, the Department reminds the City of Whitehall of its statutory obligation to file notice of the pending litigation with the Secretary of State's Office, as required by s. 66.0231 Wis. Stats.

The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

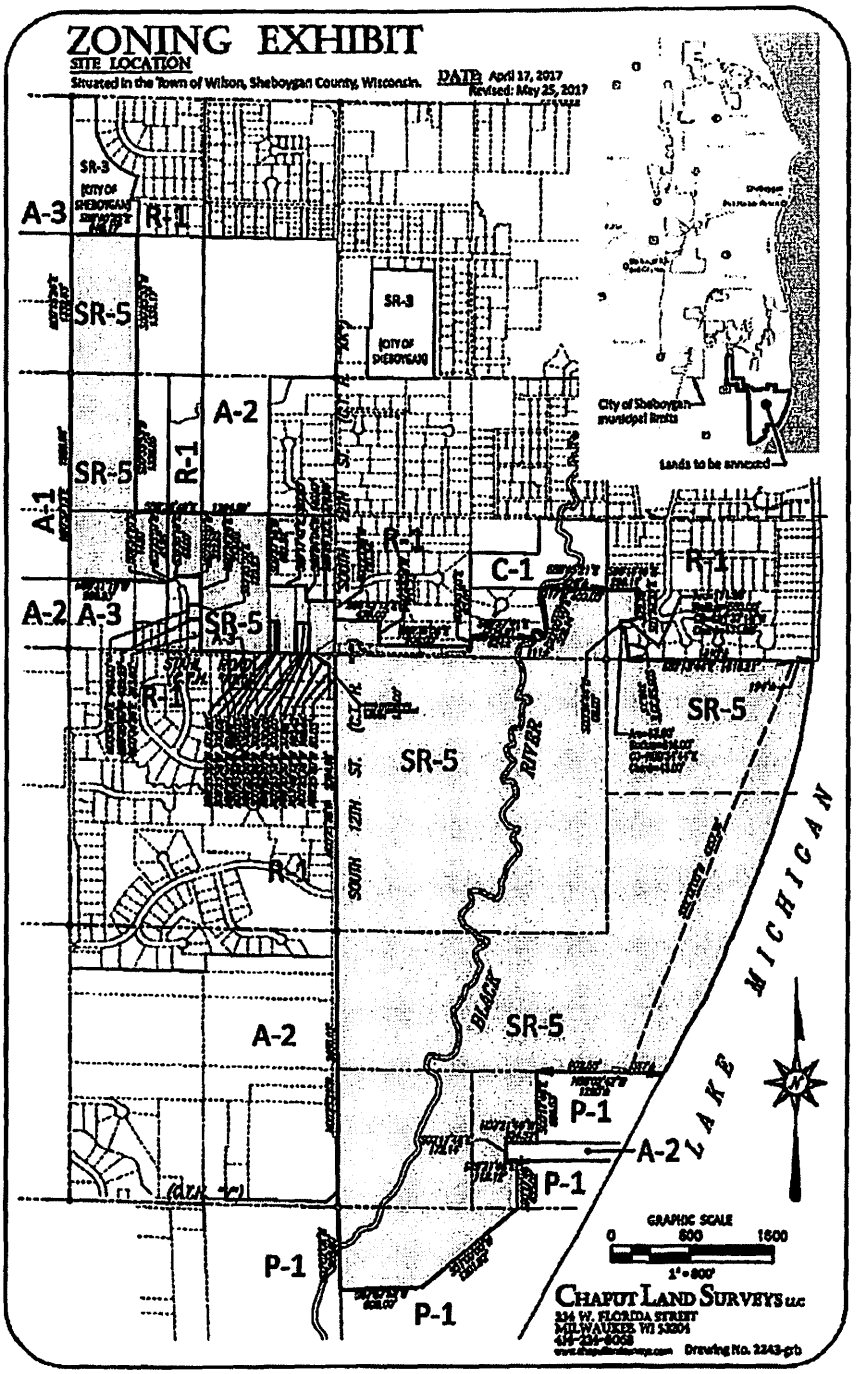
Please call me at (608) 264-6102, should you have any questions concerning the review of these annexation ordinances.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: Ashley Slaby, Clerk, City of Whitehall
Sharon Sosalla, Clerk, Town of Lincoln
Gregory Przybilla

[1] 24 Wis.2d 41, (1963).


ZONING EXHIBIT
SITE LOCATION
Situated in the Town of Wilson, Sheboygan County, Wisconsin.
DATE: April 17, 2017
Revised: May 25, 2017
A-3
R-1
SR-3
(CITY OF SHEBOYGAN)
SR-5
A-2
A-1
C-1
SOUTH 12TH ST.
RIVER
BLACK
LAKE MICHIGAN
P-1
City of Sheboygan municipal limits
Lands to be annexed
GRAPHIC SCALE
0
800
1600
1" = 800'
CHAPUT LAND SURVEYS LLC
324 W. FLORIDA STREET
MILWAUKEE WI 53204
Drawing No. 2243-grb

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

TOWN OF WILSON'S MOTION FOR TEMPORARY INJUNCTION

The Town of Wilson (the "Town"), through its counsel, and pursuant to Section 813.02, Wis. Stats., and the equitable power of this Court, moves for a temporary injunction enjoining the City of Sheboygan (the "City"), and in anyone acting with notice of the injunction and in concert with it, as follows:

1. Taking any action to effectuate or enforce Ordinance No. 6-17-18, attached as **Exhibit A**;

2. This includes, without limitation:

   a. Permitting or authorizing any activity or development on the annexed land, or any other action which is inconsistent with the Town of Wilson's jurisdiction over, and zoning of, the land as it existed prior to the passage of the Ordinance.

   b. Taking any action to effectuate any rezoning of the annexed, including allowing any development on the land consistent with that rezoning;

zoning of, the land as it existed prior to August 7, 2017.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

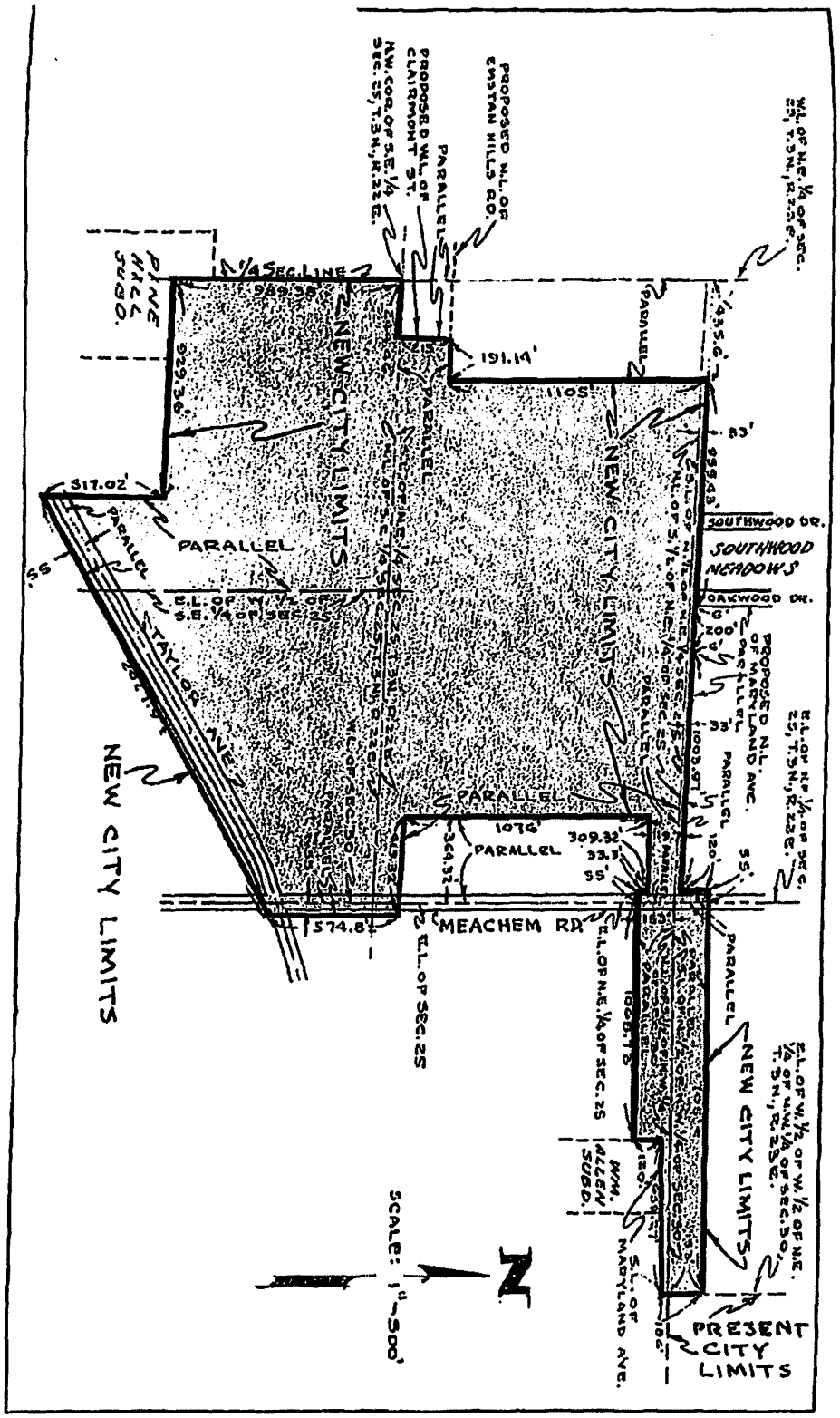
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Attorneys for Plaintiff, Town of Wilson

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

EXHIBIT 1



XI

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Gen. Ord. No. 6 - 17 - 18. By Alderpersons Bohren and Sorenson.
June 5, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:
Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to June 19th (2/3 vote)

Held to July 17 CC mtg

11/7/17 - Wolf / motion to hold

EXHIBIT A

149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line

of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

Section 2. **Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to

any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

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

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

TOWN OF WILSON'S BRIEF IN SUPPORT OF MOTION FOR TEMPORARY INJUNCTION

INTRODUCTION

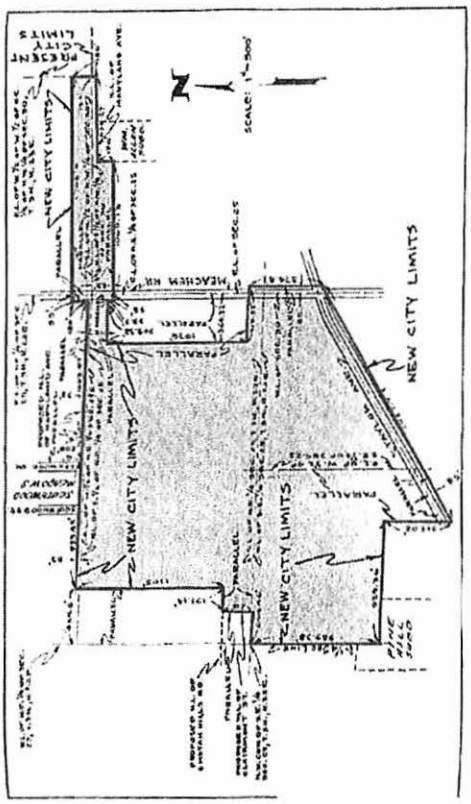
Annexation cases are "textbook" cases for temporary injunctions, and this is such a case. The City of Sheboygan ("Sheboygan") has improperly reached more than a mile beyond its border to annex land in the Town of Wilson (the "Town"). Sheboygan reached deep within the Town's borders to by taking an irregular, "balloon-on-a-string"-shaped annexation, which was contrived solely to "connect" non-contiguous land on which Kohler Co. ("Kohler") wanted to develop a golf course. Sheboygan then immediately rezoned this land to allow Kohler to develop a golf course within Town, circumventing the Town's Board and moving the decision on the golf course to Sheboygan, where Town residents affected by the development have no vote or representation. This development will proceed, and the land will be irreparably altered (without the input or authority of the Town or is residents), unless the Court temporarily enjoins Sheboygan from effectuating the ordinance pending a decision on the annexation's merits.

Under Wisconsin law, annexation cases almost *per se* meet the first three requirements of a preliminary injunction – preserving the *status quo*, avoiding irreparable harm, and the lack of a

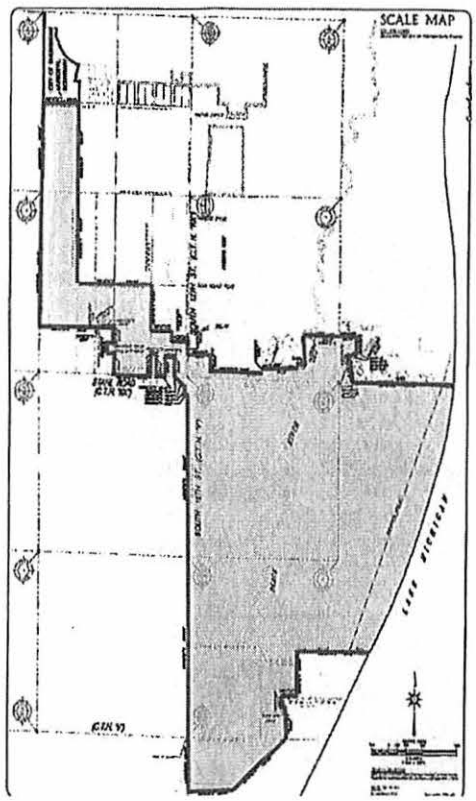
legal (monetary) remedy. There is nothing distinguishing this case from prior cases on these requirements. And, in this case, there is a pre-annexation agreement between Sheboygan and Kohler that creates a virtually-vested contractual for Kohler to develop the land if the city effectuates the ordinance by granting a conditional use permit. Thus, it is "well-nigh an imperative duty of the court" to grant a temporary injunction while it decides whether the annexation was proper in the first place, unless the Town shows no reasonable probability of success on its claim.

Sheboygan's annexation is improper on its face, and the Town has more than a reasonable probability of success of voiding it. An annexation must satisfy all three factors of the so-called "rule of reason" -- (1) it must be contiguous to the city and not irregularly shaped; (2) there must be some reasonable present or demonstrable future need for the annexed property; and (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality. The Supreme Court's seminal and binding *Mt. Pleasant* decision renders the shape of Sheboygan's annexation invalid on its face -- this type of "balloon-on-a-string" annexation, by which a city takes non-contiguous land (the "balloon") that is "connected" to the city only via a narrow pathway that creates a small border (the "string"), is irrational, non-contiguous and void as a matter of law:

Mt. Pleasant
Rejected "Balloon-on-a-String"



This Case



There is no distinction between these two, virtually-identical "balloon-on-a-string" annexations that would save Sheboygan's attempt to grab this non-contiguous golf course development from the Town.

Sheboygan's annexation also fails the other "rule of reason" requirements. There is no shown "need" for this annexation – since 2014, Kohler has proposed this golf course to the Town, applied for a conditional use permit ("CUP") from the Town, represented the golf course would be served by water infrastructure within the Town, and never raised any concerns about the Town's financial stability or ability to govern this development. To the contrary, as recently as February, 2017, Kohler promised the Town it would complete its CUP to the Town. Kohler's newly-founded "need" for Sheboygan to take over its development is nothing more than an

attempt to circumvent the Town, the Town's citizens, and the Town's ordinances and evaluation of its proposal, in favor of paying Sheboygan to take the land and approve its development.

Sheboygan's annexation also fails the final rule-of-reason requirement, as the facts demonstrate that this annexation is contrived, illegitimate, and an abuse of discretion. Kohler created a "string" to connect its proposed to golf course to Sheboygan by clandestinely purchasing select properties in the Town, renting those properties to its employees or agents, then building the string" around those properties – winding, weaving, and excluding opposition to ensure it controls enough of the "string's" assessed value to force an annexation. And, the facts show an illegitimate "*quid pro quo*" between Sheboygan and Kohler, whereby Kohler subsidizes Sheboygan's future ability to annex Town land by paying for Sheboygan's extension of water systems into the Town, shaping the annexation to create a larger border between the Town and Sheboygan, and paying Sheboygan's attorneys' fees (up to $200,000) to fight any challenges to this annexation. Members of Sheboygan's Common Council have financial and employment ties to Kohler. Not surprisingly, Sheboygan almost immediately approved Kohler's annexation petition and rezoned the land for Kohler's golf course, without any legitimate evaluation of the proposed development.

In sum, Sheboygan's annexation fails the "rule of reason," does not comply with annexation statutes, and improperly circumvents the Town and its citizens. In *Mt. Pleasant*, the Supreme Court warned against these tactics by cities and developers:

> Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Town of Mt. Pleasant v. City of Racine, 24 Wis.2d 41, 48, 171 N.W.2d 757 (1964). And, Kohler itself confirmed the tactic this "balloon-on-a-string" annexation:

> By state law it must be a connection. It could ten feet [wide] or a half mile, it just has to be a connection.

(Business Time Article quoting Dirk Willis, group director of golf for Kohler's Hospitality and Real Estate Group, attached to the Appendix to the Verified Complaint as **Exhibit C**).

In other words, this annexation is a sham. Under established and binding Wisconsin law, the Court should grant the Town's motion for a temporary injunction.

FACTS

The relevant facts are set forth in the Town's Verified Complaint and, for the purposes of brevity, are not repeated here.

ARGUMENT

A court may issue a temporary injunction when the moving party demonstrates four elements: (1) the movant is likely to suffer irreparable harm if a temporary injunction is not issued; (2) the movant has no other adequate remedy at law; (3) a temporary injunction is necessary to preserve the status quo; and (4) the movant has a reasonable probability of success on the merits. *Milwaukee Deputy Sheriffs' Ass'n v. Milwaukee County*, 2016 WI App 56, ¶ 20, 370 Wis.2d 644, 883 N.W.2d 154 (*citing Werner v. A.L. Grootemaat & Sons, Inc.*, 80 Wis.2d 513, 520–21, 259 N.W.2d 310 (1977)). If the first three elements are satisfied, "the complaint states a cause of action, and the motion papers disclose a reasonable probability of plaintiff's ultimate success, it is well-nigh an imperative duty of the court to preserve the *status quo* by temporary injunction." *Shearer v. Congden*, 25 Wis.2d 663, 668, 131 N.W.2d 377, 381 (1964).

The Town's pleadings and motion papers establish every one of these elements, and a temporary injunction should be granted while the Court decides the merits of this case.

I. THE FIRST THREE PREREQUISITES ARE EASILY SATISFIED AND STRONGLY FAVOR A TEMPORARY INJUNCTION.

A temporary injunction is the proper remedy to enjoin enforcement of an annexation ordinance while that ordinance is challenged in litigation:

> ...a trial court in the exercise of its equitable power should not hesitate to preserve the status quo and to restrain the enforcement of the annexation as an incidental remedy in the declaratory judgment action. Such declaration of the status should govern the rights of all parties and the public in relation to the annexation until the final determination on the merits is made. Not only private rights but public rights demand this certainty of status.

Town of Fond du Lac v. City of Fond du Lac, 22 Wis.2d 525, 532, 126 N.W.2d 206 (1964) (emphasis added). This remedy is available to both parties, during trial and on appeal, because preventing either parties' activities on disputedly-annexed land is necessary to preserve the *status quo* until the rights regarding the land are finally determined. *See Town of Mt. Pleasant v. City of Racine,* 28 Wis.2d 519, 137 N.W.2d 656 (1965) (Circuit Court's granting of an injunction pending appeal in an annexation case "was proper in that it was merely preserving the *status quo* as suggested in *Town of Fond du Lac v. City of Fond du Lac.*"); *Town of Fond du Lac,* 22 Wis.2d at 532 (affirming the Circuit Court's temporary injunction restraining enforcement of an annexation ordinance). This flows, in part, from the long-recognized proposition that a town's loss of land is an irreparable injury. *Town of Blooming Grove v. City of Madison,* 275 Wis. 328, 337, 81 N.W.2d 713 (1957) ("[i]njunctive relief may be granted in aid of a declaratory judgment" challenging an annexation, as the "unauthorized dismemberment of the town is an injury to the town's interest. Such injury is of course irreparable").

This case is indistinguishable from the above-cited cases on the issues of *status quo*, adequacy of legal remedy, and irreparable harm. Town of Wilson is seeking to have the annexation ordinance declared invalid and contrary to law. An injunction is necessary to

preserve the *status quo* while this challenge is adjudicated, and to prevent the irreparable harm of the loss and alteration of land within the Town. The Town is unaware of any case law denying injunctive relief on a challenged annexation based on these three elements.

And, lest there is any doubt about the need for an injunction, Sheboygan is moving forward to effectuate the annexation and allow the Kohler development. Sheboygan immediately rezoned the disputedly-annexed land to permit the golf course. On August 17, 2017, Sheboygan's Election Specialist, Sherrill Smith, sent a letter to the Town of Wilson requesting forms and applications for "completing the Annexation Checklist required by the Wisconsin Elections Commission."

Additionally, Kohler has scheduled to commence the clear cutting of coastal forestry that does not comply with the County Shoreland Ordinance. An injunction is the proper remedy to halt these and other activities intended to effectuate the annexation pending the resolution of this lawsuit.

These three factors weigh strongly in favor of a temporary injunction in any annexation case, including this one.

II. THE TOWN HAS A SUFFICIENT LIKELIHOOD OF SUCCESS TO WARRANT AN INJUNCTION TO PRESERVE THE *STATUS QUO*.

Because a temporary injunction will preserve the *status quo* and prevent the irreparable harm, "it is well-nigh an imperative duty of the court" to grant an injunction unless the Town has no reasonable probability of success on the merits. *Shearer*, 25 Wis.2d at 668. The Town has more than enough chance of success to warrant an injunction pending a final resolution of this case, as the City's annexation is an invalid, irregular "balloon-on-a-string" annexation, and because it did not strictly comply with the requirements of the annexation statute.

A. Standards for Review of Annexations.

Annexation procedures in Wisconsin are established by statute. Sheboygan's annexation in this case is a non-unanimous annexation under Wis. Stat. § 66.0217 (3) (2015). With this type of annexation, a city may force an annexation over the objections of some property owners, but only if the annexation is for "contiguous" territory that is supported by a requisite amount of other property owners in the to-be-annexed territory.[1]

Courts must void these types of annexations if they do not strictly comply with the mandatory procedures established by statute. "[S]ubstantial compliance will not save an annexation that is not accomplished in 'strict conformity' with statutory mandates." *Town of Baraboo v. Village of W. Baraboo*, 2005 WI App 96, ¶ 7, 283 Wis. 2d 479, 488, 699 N.W.2d 610, 615 (2005). After an annexation is adopted, a city "cannot correct mistakes" later by "re-enacting correcting ordinances." *Town of Windsor v. Village of Windsor*, 2003 WI App 114, ¶ 15, 265 Wis. 2d 591, 602-03 (2003).

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[1] The statute provides, in part, as follows:

(3) Other methods of annexation. Subject to ss. 66.0301 (6) (d) and 66.0307 (7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:

(a) direct annexation by one-half approval. A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following

1. A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:

a. The owners of one-half of the land in area within the territory.

b. The owners of one-half of the real property in assessed value within the territory.

2. If no electors reside in the territory subject to the proposed annexation, by either of the following:

a. The owners of one-half of the land in area within the territory.

b. The owners of one-half of the real property in assessed value within the territory.

Courts must also void these types of actions if they are otherwise arbitrary and capricious or an abuse of the municipality's discretion, notwithstanding procedural compliance. *Town of Menasha v. City of Menasha*, 170 Wis. 2d 181, 189 (Wisc. App. 1992). To evaluate this, courts apply a three-part "rule of reason":

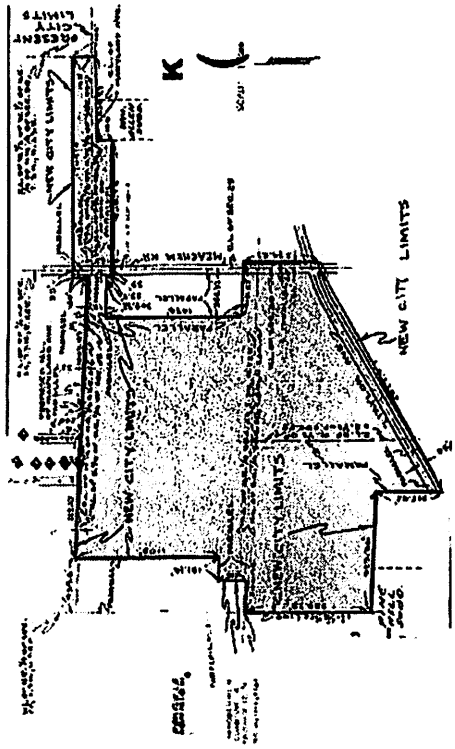
> (1) exclusions and irregularities in boundary lines must not be the result of arbitrariness;
> (2) some reasonable present or demonstrable future need for the annexed property must be shown; and
> (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality.

Id. at 190. Where the proposed boundaries of an annexation are greatly irregular – for example, shaped as a "balloon-on-a-string" or "gerrymandered" – the shape alone renders the annexation non-contiguous, arbitrary and capricious, an abuse of discretion, and void. *Mt. Pleasant*, 24 Wis.2d at 48; *Town of Menasha* 170 Wis.2d at 197, n. 3; *Town of Baraboo*, 283 Wis.2d at 497-98.

B. This is an improper "Balloon-on-a-String" or "Gerrymandered" Annexation That Fails the Rule of Reason.

1. The Shape of the Annexation Renders It Void.

The seminal case regarding the arbitrariness of "balloon-on-a-string" or "gerrymandered" annexations is *Town of Mt. Pleasant v. City of Racine*. There a private company owned land within the Town of Mt. Pleasant, and which was not contiguous to the City of Racine. *Mt. Pleasant*, 24 Wis.2d at 42-46. At the company's request, the City of Racine attempted to annex Kohler's 145 acres of land via an irregular-shaped parcel, which was "connected" to Racine only by a narrow pathway over 1,700 feet long, and ranging from 152 to 306 feet wide. *Id.* at 43. The Supreme Court embedded this annexation map into its opinion:



Id. (*Mt. Pleasant* annexation map also attached hereto as **Exhibit 1**). It termed this type of annexation a "corridor annexation," "strip annexation," "shoestring," "gerrymander," and "crazy quilt." *Id.* at 46. Subsequent courts, discussing the *Mt. Pleasant* annexation, referred to it as a "balloon on a string," *Town of Waukechon, Shawano County v. City of Shawano*, 53 Wis.2d 593, 597, 193 N.W.2d 661 (1972), or "balloon on a stick." *Town of Baraboo,* 283 Wis.2d at 498.

Whatever the label, the Supreme Court in *Mt. Pleasant* voided the annexation, holding that this shape of annexation violated the first prong of the rule of reason, and was not a "contiguous" annexation under the statute:

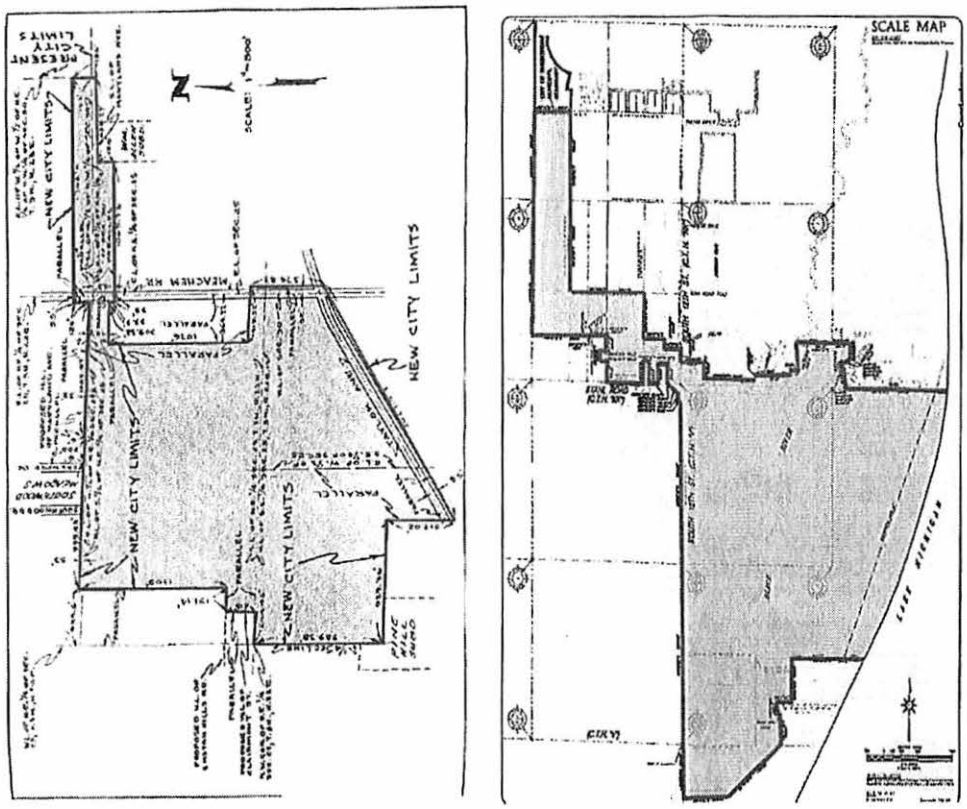
> ...Such a result does not coincide with legislative intent... [A]nd application thereto of the rule of reason... compels us to conclude that the annexation of the area in question does not meet the statutory requirement of contiguity.

Mt. Pleasant, 24 Wis. 2d at 46-47. The Court noted that it was not uncommon for private developers to ask cities to reach into towns in this manner, but that it was improper. *Id.*

Mt. Pleasant has never been overruled, and is the law of this State. Subsequent courts, have further held that an annexation is particularly suspect if its borders have been drawn in an irregular fashion solely for the purpose meeting statutory requirements—for example, when a "string" of land is constructed to include electors in favor of the annexation while excluding neighbors who are opposed, or when the annexation includes properties that do not need municipal services, but are added to the annexation solely to reach the property of the annexation's primary supporter. *See, e.g., City of Beloit v. Towns of Beloit, Turtle & Rock*, 47 Wis. 2d 377, 391, 177 N.W.2d 361, 370 (1970) (holding that an annexation violated the rule of reason and was void; it was "designed solely to assure its success and therefore the annexation is arbitrary and capricious").

There is no material distinction between the annexation in *Mt. Pleasant* and the annexation here. A private party developer—Kohler—petitioned for annexation of land it owns in the Town, on which it wants to develop a golf course. That land is not contiguous with Sheboygan, and is only "connected" to Sheboygan through a "balloon-on-string" configuration that is similar to, but even more extreme than, the *Mt. Pleasant* annexation:

Mt. Pleasant *This Case*



There is no distinction between these two configurations that render Sheboygan's annexation any less arbitrary, capricious, or non-contiguous than the annexation in *Mt. Pleasant*, or remove it from the rule of that case.

To the extent there is any distinction between the two annexations, Sheboygan's is more arbitrary, capricious, and irrational. The *Mt. Pleasant* "string" connected a 145 acre "balloon" to the City of Racine via a relatively straight, albeit narrow, connection; in this case, the "balloon" is larger, and the "string" is just narrow but is longer, is jagged, and avoids other, more straightforward connections to Sheboygan:

	Sheboygan Annexation	Mt. Pleasant Annexation
"Balloon" Size	480 acres (approx.)	145 acres
"String" Length	5,448 feet	1,705 foot
"String" width	As narrow as 190 feet in several locations [See larger maps in appendix]	As narrow as 152 feet in one location

Here, Sheboygan's "string" splits several properties into three parts (city/town/city), and physically divides the northeast portion of the Town, isolating things such as its fire department from the rest of the Town. *Id.* It is irrationally designed solely to make a connection to Sheboygan and support an annexation.

Under the binding *Mt. Pleasant* precedent, this annexation fails the first prong of the rule of reason, and is for that reason alone invalid.

2. The Annexation Does Not Serve a Reasonable Present or Demonstrable Future Need.

The annexed land includes land that has absolutely no need for Sheboygan services, such as previously-developed parcels, fragments of an existing country club, and wetlands that cannot be developed. The Town has had sanitary sewer services available in the annexed territory since 1988, already provides sanitary services to the subdivision immediately north of the "balloon" portion of the annexation, and includes Kohler's territory in the annexation with its Sanitary District #1. The bedrock aquifer in the area allows for both low and high capacity wells in the Town which are sufficient to supply even heavy industry, such as Sigma-Millipore (formerly Aldrich Chemical). And, another golf course, Riverdale Country Club, has operated within the town for over 80 years.

The history of Kohler's proposed golf course itself shows the "needs" are newly-concocted and pretextual. For example, Kohler announced its golf course plans in 2014, applied for a CUP from the Town in 2014, and released plans in 2015 for irrigation and consumptive

water services from wells in the Town. Kohler did not claim a need for Sheboygan's "financial stability" in 2014, 2015, or 2016, or even into 2017, when it was working with the Town on the development. Nor does Sheboygan have a legitimate need for this annexation—this territory was not included in Sheboygan's comprehensive master plan as a target for annexation or development.

The annexation fails the second prong of the rule of reason as well.

3. Other Facts Exist to Demonstrate the Annexation Is Arbitrary and Capricious, and an Abuse of Discretion.

Aside from the annexation's irregular shape and the lack of need for it, there are other facts to show how, and to what extent, this annexation is arbitrary and capricious, and an abuse of discretion. Beyond its simple dimensions, the path of the "string" is, as in the *City of Beloit* annexation, entirely illogical and arbitrary:

- The "string" starts by appropriating two holes of the Riverdale Country Club, whose owners oppose the annexation and did not sign the petition;
- The "string" then proceeds to capture some vacant wetland, and moves further to take portions of additional golf holes from the existing Riverdale Country Club, before hopscotching east over or around several properties;
- Finally, the "string" includes a large portion Kohler-Andrae State Park, before it at last reaches its ultimate goal – the Kohler property on the shore of Lake Michigan.

Beyond what is obvious from the shape (as in *Mt. Pleasant*) and the irrational property inclusion and exclusion (as in *City of Beloit*), Kohler's own statements note the annexation was designed to create a bare minimum connection to Sheboygan to support an annexation: "By state law it must be a connection. It could ten feet [wide] or a half mile, it just has to be a

connection." (Business Time Article quoting Dirk Willis, group director of golf for Kohler's Hospitality and Real Estate Group, attached to the Appendix to the Verified Complaint as **Exhibit C**).

Kohler only managed to comply with the statutory requirements for annexation by gerrymandering the string to include two renters who were placed by Kohler in two Kohler-owned residences for the sole purpose of serving as electors to achieve the annexation. Furthermore, the annexation includes a large portion of state park land which is not represented by either electors and does not add assessed value, but was only included to provide a connection to additional Town land to the west of Sheboygan for additional annexation efforts. This is contrary to the intent of the statute which is to seek adequate representation of the land and the residents affected by the annexation.

This annexation is not even consistent with standards usually imposed by the DOA. For example, the DOA rejected a City of Stevens Point annexation in 2012, stating:

> The proposed annexation submitted to our office on September 26, 2012, has been reviewed and found, in the Department's opinion, to be against the public interest.
> We recognize the City's desire to create a commerce center in this area ***which is consistent with its development strategy*** and would be a benefit for the region....
> In determining whether an annexation is in the public interest, s. 66.0217(6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and ***the homogeneity of the territory with the annexing village or city*** and any other contiguous village or city..." so as unincorporated land transitions to city or village status, the resulting boundaries are rationale and easy for jurisdictions and residents to follow.
> In this case, the chosen configuration of this annexation leave a 40-acre parcel of land in the Town of Plover which is connected to the rest of the town by a 15' foot strip of town land, over one-quarter of mile in length. The parcel is essentially surrounded by the City of Stevens Point ***creating a functional town island***. It results in boundaries that are difficult for both the City and the Town to administer, for state, federal, and regional jurisdictions to follow, and for local residents and businesses to understand. ***The shape of the annexation cannot be said to be compact or rational in shape or to be homogeneous with the boundaries of the existing City*** and does not coincide with the intent of ch. 66, Wis. Stats.

> Annexations that create these types of municipal boundaries, while seemingly harmless by themselves, result in problematic municipal boundaries that are haphazard, confusing, inefficient to serve, and very difficult to correct.

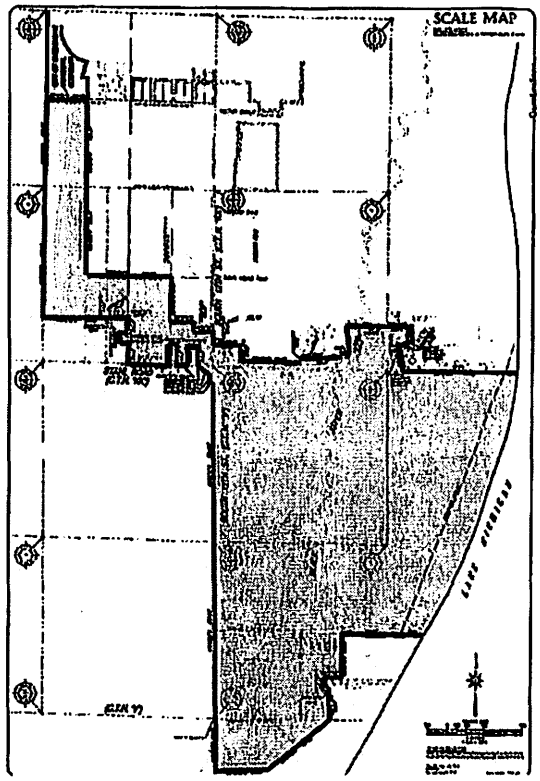
(DOA Decision on Petition File No. 13631, attached to the Appendix to Complaint as **Exhibit D** (emphasis added)). The concerns expressed by the DOA in that matter track the Wisconsin annexation statutes, and each policy issue expressed their weighs against annexation here.

These above-emphasized factors even more warrant a rejection here. This annexation is not consistent with any development strategy—Sheboygan never targeted this annexation land for development in its master development plan. It is not homogenous with Sheboygan or, in particular, the *de minimus* portion of Sheboygan it borders—the annexation is comprised of largely rural land, undeveloped wetland, forests and other natural land. This annexation creates a functional Town island—it separates a portion of the Town, including its Fire Department, from the rest of the Town. This annexation is, as discussed above, not "compact or rational in shape"—it is an improper "balloon-on-a-string" and "gerrymandered" shape that stretches more than a mile to reach its desired, Kohler-owned land proposed for the golf course.

Under the rule of reason, Sheboygan has a reasonable probability of success on the merits, and an injunction is proper.

4. Conclusion.

This annexation fails all of the rule of reason factors but, in this case a picture is worth much more than a thousand words:



It is difficult to realistically fathom an annexation more analogous to *Mt. Pleasant* than is this one; in fact, the shape and contents of Sheboygan's annexation is self-evidently more egregious than was the annexation the Supreme Court invalidated in that case. The binding precedent of *Mt. Pleasant* alone provides the Town with more than a reasonable probability of success on the merits to warrant a temporary injunction.

1. Sheboygan Did Not Receive DOA Certification of the Annexation's Population.

The annexation statutes require a city to include in its Petition the DOA's certification of the population in the annexed territory, unless the city presents a federal census count of the population for that territory:

> An annexation petition under this section shall state the purpose of the petition, contain a legal description of the territory proposed to be annexed and have attached a scale map. The petition shall also specify the population of the territory. In this paragraph, "population" means the population of the territory as shown by the last federal census, by any subsequent population estimate certified as acceptable by the department or by an actual count certified as acceptable by the department.

Wis. Stat. § 66.0217(5)(a) (2015).

The Town is unaware of any federal census specific to the annexed territory that was used in the annexation petition, and nor was there any population estimate or actual population count certified by the DOA. This is a failure to strictly comply with the annexation statutes, and renders the annexation void. *See Town of* Windsor, 2003 WI App at ¶ 14 (requiring strict compliance with annexation statutes).

CONCLUSION

Annexations like this should be enjoined until the Court decides the case on the merits. This annexation is substantively and procedurally improper, and the Town has more than a sufficient reasonable probability of success on the merits to warrant a temporary injunction. The Court should grant the Town's Motion for a Temporary Injunction.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: 

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Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

II

3.4

R. O. No. 22 - 19 - 20. By CITY CLERK. May 20, 2019.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2010, 2011, 2012, 2013, 2014, and 2015.

_____

CITY CLERK

Finance & Personnel

MAY 14'19 AM11:32

CLERK CIRCUIT COURT
FILED
2019 MAY -7 P 4: 22
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WIS. STAT. § 75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2010, 2011, 2012, 2013, 2014, AND 2015, NUMBER FORTY-FIVE

Case Classification Code 30405

Case No. 19 GF 021

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM* 2010, 2011, 2012, 2013, 2014, AND 2015, NUMBER FORTY-FIVE

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2010 through 2015, sales of 2011 through 2016, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of April 29, 2019, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

(The rest of this page intentionally left blank.)

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person, by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. in Volume 1039, Page 543 as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan, WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No. 5 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
Mortgage executed by Darrell W. Braaksma and Debra Braaksma to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 30, 2001 and recorded January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, Page 144 as Document Number 1623940, securing the principal sum of $25,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	528
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,226.02
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281007450

Owner(s) of Record:
Charles P. Bruyette by virtue of a Warranty Deed dated December 19, 2005 and recorded December 21, 2005 at 9:05 a.m. as Document Number 1785612.

Property Address:
1607 N. 7th Street, Sheboygan, WI 53081

Legal Description:
That part of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7), being East of the East line of North Seventh Street, also the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Six (6), also the South Fifty (50) feet of the North One Hundred (100) feet of the West Ten (10) feet of Lot Number Five (5), all in End's Subdivision of the East Half (E ½) of Lot Number One (1) and the South Half (S ½) of Lot Number Two (2) of Bates Addition to the City of Sheboygan, except the West Twenty-Six (26) feet of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7) taken for North Seventh Street, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	554
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$148.40
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281101930

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by virtue of a Warranty Deed dated May 27, 1994 and recorded June 2, 1994 at 1:34 p.m. as Document Number 1405502.

Property Address:
1332 N. 7th Street, Sheboygan, WI 53081

Legal Description:
The North Fifty (50) feet of Lot One (1) and the North Fifty (50) feet of the East Fifteen (15) feet of Lot Two (2), all in Block Number Forty-Three (43) of the Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh, WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00 (includes other lands).

Mortgage Assignment from Firstar Bank Wisconsin to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101, dated July 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Mortgage Assignment from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta, GA 30022 dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Mortgage Assignment from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101 dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Mortgage Assignment from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan, WI 53083 dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	621	556
Tax Year:	2014	2015
Sale Year:	2015	2016
Principal Sum of Lien:	$1,299.55	$1,249.74
Date Interest and Penalty Computed:	2/1/2015	2/1/2016

Other:
Raze Order dated July 20, 2018 and recorded August 3, 2018 at 2:27 p.m. as Document Number 2060568.

PARCEL NO. 59281203660

Owner(s) of Record:
Tou Lee and Cha Mee Vang, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:
1118B St. Clair Avenue, Sheboygan, Wisconsin 53081

Legal Description:
The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, securing the principal sum of $49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Notice of Lis Pendens as it relates to Mortgage in Document Number 1875258 executed by Johnson Bank (Plaintiff) v. Tou Lee and Manasty V. Lee (Defendants), Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931.

Judgments/Liens:
Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28,

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ40, entered December 6, 2017 and docketed March 14, 2018 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ41, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $187.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ42, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ58, entered March 7, 2018 and docketed June 11, 2018 at 10:30 a.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ59, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ60, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ61, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ62, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ63, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ64, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ65, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ66, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ67, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of $187.00. (no attorney listed)

State Tax Lien executed against Tou Lee in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 18UC75, Warrant Number 201806704, Type of Tax - Unemployment Compensation, entered November 20, 2018 and docketed November 20, 2018 at 1:10 p.m. in the principal sum of $1,126.88. (no attorney listed)

Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$243.68
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281206150

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
1123 Erie Avenue, Sheboygan, WI 53081

Legal Description:
West ½ of Lot 4, Block 92, Sheboygan Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	658	657
Tax Year:	2015	2015
Sale Year:	2016	2016
Principal Sum of Lien:	$377.36	$974.47
Date Interest and Penalty Computed:	2/1/2016	2/1/2016

Other:
None of Record

PARCEL NO. 59281206245

Owner(s) of Record:
Harold A. Peek, by virtue of a Personal Representative's Deed, dated August 26, 2011 and recorded on November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
Garage across Alley from 1123 Erie Avenue, Sheboygan, WI 53081

Legal Description:
The North 35 feet of Lot 9, Block 92, of the Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Other:
None of Record

PARCEL NO. 59281303710

Owner(s) of Record:
Curtis D. Weissgerber by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 p.m. as Document Number 1946560.

Property Address:
1409 S. 9th Street, Sheboygan, WI 53081

Legal Description:
The North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of Lot Six (6) and the North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of the West One-Half (W ½) of Lot Five (5), Block Two Hundred Ninety-Four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	699
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$120.82
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281304020

Owner(s) of Record:
Damon T. Green by virtue of a Warranty Deed dated February 6, 2015 and recorded January 20, 2016 at 3:33 p.m. as Document Number 2015387.

Property Address:
919 High Avenue, Sheboygan, WI 53081

Legal Description:
Lot Seven (7), Block Two (2), Assessment Subdivision No. 16, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:

Judgment executed against Rod Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ193, entered January 4, 2017 and docketed August 16, 2018 at 3:37 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ192, entered September 21, 2016 and docketed August 16, 2018 at 4:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ191, entered September 21, 2016 and docketed August 16, 2018 at 4:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ190, entered January 6, 2018 and docketed August 16, 2018 at 4:35 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rodd Louis Kleeman in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ189, entered January 6, 2016 and docketed August 16, 2018 at 4:35 p.m. in the principal sum of $691.00. (no attorney listed)

Taxes:

Certificate No.:	728
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,602.56
Date Interest and Penalty Computed:	2/1/2016

Other:
Easement to the City of Sheboygan dated August 13, 2002 and recorded September 23, 2002 at 3:11 p.m. as Document Number 1650145.

PARCEL NO. 59281320070

Owner(s) of Record:
Joseph S. Myszewski by virtue of a Warranty Deed dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812370. (Block incorrectly stated on Warranty Deed).

Property Address:
730 Union Avenue, Sheboygan, WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
The West 45 feet, Lot 8, Block 14, Swift's Addition to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Joseph S. Myszewski to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812371, securing the principal sum of $100,848.51. (Block incorrectly stated on Mortgage).

Judgments/Liens:
Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1027, entered May 19, 2014 and docketed May 22, 2014 at 8:39 a.m. in the principal sum of $746.08. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ130, entered January 17, 2018 and docketed August 15, 2018 at 11:40 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ131, entered January 17, 2018 and docketed August 15, 2018 at 11:40 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ132, entered January 17, 2018 and docketed August 15, 2018 at 11:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 18TJ133, entered May 2, 2018 and docketed August 15, 2018 at 11:41 a.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16CT195, entered March 8, 2018 and docketed March 8, 2018 at 3:51 p.m. in the principal sum of $217.10. (no attorney listed)

Taxes:

Certificate No.:	777
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$477.94
Date Interest and Penalty Computed:	2/1/2016

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-24273-mdm, Chapter 13, filed April 4, 2012 by Joseph S. Myszewski, terminated March 11, 2014.

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	787
Tax Year:	2015

PARCEL NO. 59281420480

Owner(s) of Record:
Erika Rosas, a married person, and Araceli Salgado by virtue of a Quit Claim Deed dated November 16, 2012 and recorded December 4, 2012 at 3:33 p.m. as Document Number 1957966; and by virtue of a Personal Representative's Deed to Luis Hernandez and Erika Rosas, husband and wife, as survivorship marital property, and Araceli Salgado, dated April 28, 2011 and recorded July 21, 2011 at 4:34 p.m. as Document Number 1927493.

Property Address:
1816 S. 24th Street, Sheboygan, WI 53081

Legal Description:
The South 27 feet of Lot 6 and the North 33 feet of Lots 7 and 8, Block 3, Parkview Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Luis Hernandez (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (none listed), entered May 22, 2012 and docketed May 22, 2012 at 10:03 a.m. in the principal sum of $49.00. (no attorney listed)

Taxes:

Certificate No.:	829
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,631.13
Date Interest and Penalty Computed:	2/1/2016

Other:
Protective Covenants recorded June 23, 1955 in Volume 5 of Contracts, Page 158 as Document Number 640731.

PARCEL NO. 59281430796

Owner(s) of Record:
Judith Ries by virtue of a Warranty Deed dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Page 410 as Document Number 1497785.

Property Address:
2608 Camelot Boulevard, Sheboygan, WI 53081

Legal Description:
Lot 3 of a Certified Survey Map recorded in Volume 11 of Certified Survey Maps, Page 288 as Document Number 1413783, being part of the Northwest Quarter (NW ¼) of Section 3, Town 14 North, Range 23 East and Section 4, Town 14 North, Range 23 East.

Mortgages:
Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity, Inc. (no address listed), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 416-417 as Document Number 1497787, securing the principal sum of $37,500.00.

Judgments/Liens:
Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered July 22, 2009 and docketed July 22, 2009 at 1:57 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 29, 2010 and docketed September 29, 2010 at 12:46 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 14, 2011 and docketed September 14, 2011 at 3:00 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered October 6, 2011 and docketed October 6, 2011 at 2:34 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Portfolio Recovery Associates, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 15SC1066, entered June 1, 2015 and docketed June 30, 2015 at 8:52 a.m. in the principal sum of $2,016.12. (Attorney Dustin Allen McMahon)

Judgment executed against Shannon E. Molkentin in favor of Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 110, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1372, entered June 30, 2014 and docketed July 3, 2014 at 4:08 p.m. in the principal sum of $776.50. (Attorney Paul A. Dirkse)

Judgment executed against Shannon Mora and Jose Mora in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ124, entered May 16, 2012 and docketed July 23, 2012 at 3:57 p.m. in the principal sum of $114.00. (no attorney listed)

Taxes:

Certificate No.:	847
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$518.12
Date Interest and Penalty Computed:	2/1/2016

Other:
Rights of the public to Washington Avenue.

PARCEL NO. 59281501760

Owner(s) of Record:
John Lo and Kanong Lo (a/k/a Ka Nong Y. Lo), husband and wife as survivorship marital property, by virtue of a Warranty Deed dated December 23, 2010 and recorded December 30, 2010 at 2:49 p.m. as Document Number 1917231.

Property Address:
1309 Center Avenue, Sheboygan, WI 53081

Taxes:

Certificate No.:	871	870
Tax Year:	2015	2015
Sale Year:	2016	2016
Principal Sum of Lien:	$236.21	$956.19
Date Interest and Penalty Computed:	2/1/2016	2/1/2016

Other:
None of Record

PARCEL NO. 59281501820

Owner(s) of Record:
Efrem Capetillo Sr., a single person, by virtue of a Quit Claim Deed dated February 8, 2018 and recorded February 9, 2018 at 3:08 p.m. as Document Number 2052346.

Property Address:
521 N. 14th Street, Sheboygan, WI 53081

Legal Description:
The South One-Half (S ½) of the West Forty (40) feet of Lot Number Five (5) and the South Fifty (50) feet of Lot Number Six (6) in Block One Hundred Sixty (160) of the Original Plat of the City of Sheboygan.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	872
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,058.17
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281501910

Owner(s) of Record:
Walter E. Lehmann and Sandra K. Lehmann, as joint tenants and not as tenants in common, by virtue of a Joint Tenancy Deed dated November 5, 1990 and recorded November 9, 1990 at 10:23 a.m. in Volume 1155 of Records, Page 51 Document Number 1210789.

Property Address:
Vacant Land along N. 14th Street, Sheboygan, WI 53081

Legal Description:

Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,099.13
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281504120

Owner(s) of Record:
Charles R. Rogers and Pennye C. Rogers, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, Page 119 as Document Number 1226521.

Property Address:
1319 New Jersey Avenue, Sheboygan, WI 53081

Legal Description:
The East Thirty-Five (35) feet of Lot Four (4), Block Two Hundred Eighteen (218), Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Charles R. Rogers and Pennye C. Rogers to Bank One N.A., 841 Greencrest Drive, Westerville, OH, 43081, dated December 24, 1997 and recorded January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, Page 465 as Document Number 1494410, securing the principal sum of $64,000.00.

Assignment of Mortgage from Bank One N.A. to Mortgage First LLC, 283 E. Gentile Street, Suite 100, Layton, UT 84041, dated July 3, 2007 and recorded July 9, 2007 at 2:10 p.m. as Document Number 1830803.

Judgments/Liens:
Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of $612.81. (Attorney Adam R. Finkel)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of $2,357.55. (Attorney Kirsten Fagerland Pezewski)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor of Sonntag Plumbing Inc., 2015 N. 18th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17SC1072, entered May 22, 2017 and docketed May 24, 2017 at 4:33 p.m. in the principal sum of $732.77. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Charles Rogers in favor of Jefferson Capital Systems LLC, % Messerli & Kramer PA, 3033 Campus Drive, Suite 250, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 18SC2292, entered November 5, 2018 and docketed December 4, 2018 at 1:57 p.m. in the principal sum of $2,318.75. (Attorney James E. Kachelski)

Taxes:

Property Address:
1219 S. 19th Street, Sheboygan, WI 53081

Legal Description:
Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	931
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,376.88
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281600900

Owner(s) of Record:
Jose Herrera and Estela Herrera, husband and wife, by virtue of a Warranty Deed dated August 18, 1998 and recorded August 24, 1998 at 12:37 p.m. in Volume 1600 of Records, Page 383 as Document Number 1515941.

Property Address:
1731 Calumet Drive, Sheboygan, WI 53081

Legal Description:
Lot 25, Block 1, Assessment Subdivision No. 1, as amended, City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
State Tax Lien executed against Jose Herrera in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 12UC171, Warrant Number 201213126, Type of Tax - Unemployment Compensation, entered October 9, 2012 and docketed October 9, 2012 at 11:57 a.m. in the principal sum of $317.64. (no attorney listed)

Judgment executed against Jose L. Herrera in favor of Suburban Motors of Grafton Inc., 139 N. Main Street, Thiensville, WI 53092, Sheboygan County Circuit Court Case Number 09SC20, entered October 5, 2009 and docketed October 13, 2009 at 1:00 p.m. in the principal sum of $2,278.57. (Attorney Edward J. Ritger)

Judgment executed against Jose Miguel Herrera, Jr. in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR4198,

Todd L. Drews, a single person, by virtue of a Quit Claim Deed dated November 18, 1997 and recorded February 27, 1998 at 3:13 p.m. in Volume 1557 of Records, Page 351 as Document Number 1498467 (Deed was re-recorded March 17, 1997 at 3:25 p.m. in Volume 1561 of Records, Page 5 as Document Number 1499890).

Property Address:
1831 Martin Avenue, Sheboygan, WI 53083

Legal Description:
Lot 8, Block 1, Erdmann & Heerman's Addition in and to the City of Sheboygan.

Mortgages:
None of Record

Judgments/Liens:
Federal Tax Lien executed against Todd L. Drews in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated April 10, 2012 and filed April 17, 2012 at 1:29 p.m. as Document Number 1943067, in the principal sum of $28,112.79.

Federal Tax Lien executed against Todd L. Drews in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated October 6, 2016 and filed October 17, 2016 at 2:45 p.m. as Document Number 2028981, in the principal sum of $43,470.34.

Judgment executed against Todd L. Drews in favor of Capital One Bank USA N.A., 140 E. Shore Drive 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 10SC299, entered March 1, 2010 and docketed March 8, 2010 at 12:45 p.m. in the principal sum of $1,040.35. (Attorney Kevin T. White)

Judgment executed against Todd L. Drews in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $4,933.72. (no attorney listed)

Taxes:

Certificate No.:	953
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$675.16
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281610200

Owner(s) of Record:
Dale Maxey, a single person, by virtue of a Warranty Deed dated June 22, 2012 and recorded August 9, 2012 at 12:54 p.m. as Document Number 1950138.

Property Address:
2617 Saemann Avenue, Sheboygan, WI 53081

Legal Description:
Lot 58 and the W ½ of vacated North-South alley adjacent, Fairview, located in the City of Sheboygan, Sheboygan County, Wisconsin.

Judgment executed against Christine Franzen in favor of Security Finance, 522 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10SC1880, entered August 9, 2010 and docketed August 23, 2010 at 3:39 p.m. in the principal sum of $1,338.64. (no attorney listed)

Judgment executed against Christine Franzen in favor of Cottonwood Financial Wisconsin, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 08SC4205, entered January 26, 2009 and docketed February 5, 2009 at 3:22 p.m. in the principal sum of $2,337.00. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Cash Advance, 2223 S. Memorial Place, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC3535, entered December 14, 2009 and docketed December 30, 2009 at 3:50 p.m. in the principal sum of $741.50. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Joshua A. Lammers, 5115 S. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10SC1998, entered August 30, 2010 and docketed July 18, 2011 at 10:43 a.m. in the principal sum of $2,596.50. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Montessori Children's House, 1907 N. 20th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 11SC65, entered January 24, 2011 and docketed January 25, 2011 at 2:52 p.m. in the principal sum of $348.52. (Attorney Andrew H. Morgan)

Judgment executed against Christine L. Franzen and Eric Franzen in favor of Sheboygan Oral & Maxillofacial Associates Ltd., 3637 Wilgus Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC125, entered January 28, 2013 and docketed January 31, 2013 at 9:03 a.m. in the principal sum of $406.02. (Attorney Andrew H. Morgan)

Judgment executed against Christine L. Franzen in favor of Aurora Health Care Central Inc. and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2872, entered November 11, 2013 and docketed November 15, 2013 at 11:17 a.m. in the principal sum of $1,362.16. (Attorney John M. Heuer)

Judgment executed against Christine L. Franzen in favor of Salanders Enterprises LLC, 225 S. Executive Drive, Brookfield, WI 53005, Sheboygan County Circuit Court Case Number 14SC2225, entered October 20, 2014 and docketed December 1, 2014 at 1:14 p.m. in the principal sum of $4,234.66. (Attorney J. Adam Dobberstein)

Judgment executed against Christine L. Franzen in favor of Aurora Medical Group Inc., P.O. Box 343910, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 14SC642, entered April 7, 2014 and docketed April 11, 2014 at 11:10 a.m. in the principal sum of $2,082.17. (Attorney John M. Heuer)

Taxes:

Certificate No.:	971
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$2,067.62
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281626740

Owner(s) of Record:

Judgment executed against Jocelyn D. Ertel in favor of Bitter Neumann, 827 N. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17SC1062, entered May 22, 2017 and docketed May 24, 2017 at 4:27 p.m. in the principal sum of $773.28. (Attorney Andrew H. Morgan, Esq.)

Taxes:

Certificate No.:	990
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,166.54
Date Interest and Penalty Computed:	2/1/2016

Other:
None of Record

PARCEL NO. 59281711350

Owner(s) of Record:
Tammy Maxey by virtue of a Warranty Deed dated March 5, 2015 and recorded March 9, 2015 at 8:50 a.m. as Document Number 1999631.

Property Address:
1208 Pershing Avenue, Sheboygan, WI 53083

Legal Description:
Lot 7, Block 2, Lake Shore Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Tammy Maxey and Dan Maxey in favor of Wojcik Plumbing & Heating, N7320 Deerfield Lane, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 16CL5, entered March 18, 2016 and docketed March 18, 2016 at 3:53 p.m. in the principal sum of $1,665.85. (no attorney listed)

Taxes:

Certificate No.:	1038
Tax Year:	2015
Sale Year:	2016
Principal Sum of Lien:	$1,987.14
Date Interest and Penalty Computed:	2/1/2016

Other:
Resolution vacating alley dated September 16, 1996 and recorded September 25, 1996 at 8:24 a.m. in Volume 1466, Page 796 as Document Number 1460424.

Ordinance vacating alley dated January 2, 1979 and recorded January 12, 1979 at 10:06 a.m. in Volume 851, Page 50 as Document Number 1038512.

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5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-five, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated May 7, 2019, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on May 7, 2019. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including July 5, 2019, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said July 5, 2019, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

II

3.6

R. O. No. 10 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Julie K. Hansen et al.

Finance + Personnel

CITY CLERK

APR 16 '19 PM 3:56

FILED
04-04-2019
Sheboygan County
Clerk of Circuit Court
2019CV000188
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

Wells Fargo Bank, N.A. vs. Julie K. Hansen et al

Electronic Filing Notice

Case No. 2019CV000188
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVE
SHEBOYGAN WI 53081-4462

Case number 2019CV000188 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register as an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 2c2077

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: April 5, 2019

UNREDACTED

FILED
04-04-2019
Sheboygan County
Clerk of Circuit Court
2019CV000188
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

vs.

Julie K. Hansen
1404 Marie Ct
Sheboygan, WI 53081-2574

John Doe Hansen
1404 Marie Ct
Sheboygan, WI 53081-2574

City of Sheboygan, Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Wisconsin Bank & Trust successor by merger to Community Bank & Trust
119 Junction Rd
Madison, WI 53717-2688

Defendants.

SUMMONS

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 4th day of April, 2019.

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

By: _____
Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
081215F01

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

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

FILED
04-04-2019
Sheboygan County
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807 Center Ave
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Wisconsin Bank & Trust successor by merger to Community Bank & Trust
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Defendants.

COMPLAINT

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

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

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

2. The mortgaged real estate is owned of record by Julie K. Hansen.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $35,613.57 together with interest from the 1st day of October,

2018.

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

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

9. That John Doe Hansen has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Julie K. Hansen and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 4th day of April, 2019.

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

By: _____
Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

FILED
04-04-2019
Sheboygan County
Clerk of Circuit Court
2019CV000188
Honorable Rebecca L. Persick
Branch 4

NOTE

September 30th, 2004 [Date] | Sheboygan [City] | Wisconsin [State]

1404 MARIE CT
SHEBOYGAN, WI 53081
[Property Address]

4

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 49,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COMMUNITY BANK & TRUST

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 6.000 %.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on November 01, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on October 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 604 N 8TH STREET
SHEBOYGAN, WI 53082-1409 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. $ 297.38

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.

[redacted]

EXHIBIT A

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.

(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

EXHIBIT A

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.

9-30-04 (Seal)
JULIE K HANSEN -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Pay to the order of
Without Recourse
WASHINGTON MUTUAL BANK, FA
By
LETA HUTCHINSON
ASSISTANT VICE PRESIDENT

[Sign Original Only]

PAY TO THE ORDER OF WASHINGTON MUTUAL BANK, FA WITHOUT RECOURSE.

COMMUNITY BANK & TRUST

BY:
DEBERAH L FILIPIAK, MTG UNDERWRITING OFFICER

[redacted]

EXHIBIT A

HAN

[redacted]

1747145

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
10/11/2004 09:52AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
STAFF ID [redacted]
TRANS # [redacted]
OF PAGES: 15

DOCUMENT NUMBER

NAME & RETURN ADDRESS

SHEBOYGAN TITLE SERVICES
504 S 14TH ST
SHEBOYGAN, WI 53081

PARCEL IDENTIFIER NUMBER
59281 624620

[redacted]

[Space Above This Line For Recording Data]

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 September 30th, 2004 together with all Riders to this document.
(B) "Borrower" is JULIE K. HANSEN, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is COMMUNITY BANK & TRUST

Lender is a Commercial Bank
organized and existing under the laws of WISCONSIN

[redacted]

EXHIBIT B

15

Lender's address is 604 N 8TH STREET, SHEBOYGAN, WI 53082-1409

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated September 30th, 2004 . The Note states that Borrower owes Lender FORTY NINE THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. $49,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2034 .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

Initials: [redacted]

EXHIBIT B

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

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

LOT EIGHT (8), EDW. F. OEHLER'S SUBDIVISION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

which currently has the address of 1404 MARIE CT

[Street]

SHEBOYGAN [City], Wisconsin 53081 [Zip Code]

("Property Address"):

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

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

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

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

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

Initials: [redacted]

EXHIBIT B

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

Initials: [redacted]

EXHIBIT B

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

EXHIBIT B

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Witnesses:

_____ _____ (Seal)
JULIE K. HANSEN -Borrower

_____ _____ (Seal)
-Borrower

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

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

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

EXHIBIT B

STATE OF WISCONSIN, SHEBOYGAN County ss:
The foregoing instrument was acknowledged before me this September 30, 2004
by JULIE K HANSEN

My Commission Expires: 12/12/04

Patricia E Foley
Notary Public, State of Wisconsin

PATRICIA E. FOLEY NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by

Lisa Kapellen
604 N 8TH STREET
SHEBOYGAN, WI 53082-1409

[redacted]

EXHIBIT B

Commitment No [redacted]

10. Outstanding sewer and water charges, if any.
11. Judgments and liens, if any, against the proposed insured.
12. Rights of the spouse of the proposed insured, if married and if the property is to be homestead or marital property.
13. Federal Tax Liens, if any, against the spouse of the proposed insured, if married, and if the property is to be homestead or marital property.
14. Rights of the spouse of JULIE K. HANSEN, if married, and if the property is homestead or marital property.
15. Federal Tax Liens, if any, against the spouse of JULIE K. HANSEN, if married, and if the property is homestead or marital property.
16. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
17. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.
18. A Mortgage from Julie K. Hansen, a single person to Community Bank & Trust in the original amount of $49,600.00.
    Dated: September 30, 2004 Recorded: October 11, 2004
    Document No: 1747145

    The foregoing mortgage was last assigned to Washington Mutual Bank, FA, by assignment.
    Recorded: October 11, 2004
    Document No: 1747146
19. A Mortgage from Julie K. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of $1,490.00.
    Dated: August 2, 2005 Recorded: August 11, 2005
    Document No: 1773600
20. A Mortgage from Julie K. Hansen, a single person to Community Bank & Trust, 604 N. 8th Street, Sheboygan, WI in the original amount of $10,000.00.
    Dated: September 23, 2005 Recorded: October 7, 2005
    Document No: 1778937
21. Judgment Case: 18CV653
    Docketed: January 16, 2019
    Debtor: Casual Elegance Styling Salon LLC, AND Julie K. Hansen
    Creditor: Wisconsin Bank & Trust, 655 South Taylor Drive, Sheboygan, WI
    Amount: $61,277.03
    Attorney: Richard Bradley Hahn

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LIEN REPORT

THIS DOCUMENT WAS LEGALLY SERVED ON

4 , 16 , 19 AT 3 : 55 AM (PM)

BY: Shawn Conrad

CREAMCITY
PROCESS
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(3)

II

3.1

R. O. No. 38 - 19 - 20. By CITY CLERK. June 17, 2019.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Darren J. Weimann et al.

Finance Personnel

CITY CLERK

JUN 11 '19 PM 3:29

FILED
05-30-2019
Sheboygan County
Clerk of Circuit Court
2019CV000304
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger to
U.S. Bank National Association ND
4801 Frederica Street
Owensboro, KY 42301

Plaintiff,

vs. Case No.

Darren J. Weimann
302 Wahgouly Road
Sheboygan, WI 53081

( ) Personal ( ) Substitue
( ) Posted ( ) Corporate

Lisa K. Weimann
302 Wahgouly Road
Sheboygan, WI 53081

City of Sheboygan 606 N 9th
~~810 Center Avenue, Suite~~ 100
Sheboygan, WI 53081

Process Server: TC
Time: 3:27 p.m. Date: 6-11-19
Address of serve:
Person Served:

United States of America
Attorney General, USA Department of Justice
950 Pennsylvania Avenue NW, Room B-103
Washington, DC 20530

United States Attorney, Eastern District of Wisconsin
517 East Wisconsin Avenue
Room 530
Milwaukee, WI 53202

State of Wisconsin, Department of Revenue
c/o Attorney General of Wisconsin
114 East State Capitol
Madison, WI 53703

State of Wisconsin, Department of Workforce Development
c/o Attorney General of Wisconsin
114 East State Capitol
Madison, WI 53703

Olsen Kloet Gunderson & Conway
602 North Sixth Street
Sheboygan, WI 53081

Sysco Eastern Wisconsin, LLC
c/o Corporation Service Company
Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717

Andre Fire Equipment Inc.
c/o Steven P. Kohls, registered agent
2317 North 15th Street
Sheboygan, WI 53083

Holiday Wholesale, Inc.
c/o Joseph Gussel, registered agent
225 Pioneer Drive
Wisconsin Dells, WI 53965

Wisconsin Bank & Trust
1160 Fond du Lac Avenue
Sheboygan Falls, WI 53085

Defendants.

SUMMONS

Foreclosure of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

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

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse, 615 North

Sixth Street, Sheboygan, WI 53081, and to Bass & Moglowsky, S.C., plaintiff's attorneys, whose address is Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, WI 53217. You may have an attorney help or represent you.

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

DATED at Milwaukee, Wisconsin, on May 30, 2019.

P. O. Address:
501 West Northshore Drive
Suite 300
Milwaukee, WI 53217
Telephone: 414-228-6700
contactus@basmog.com

Bass & Moglowsky, S.C.
Attorneys for Plaintiff

Steven W. Moglowsky
WI State Bar No. 1017104

FILED
05-30-2019
Sheboygan County
Clerk of Circuit Court
2019CV000304
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger to
U.S. Bank National Association ND
4801 Frederica Street
Owensboro, KY 42301

Plaintiff,

vs. Case No.

Darren J. Weimann
302 Wahgouly Road
Sheboygan, WI 53081

Lisa K. Weimann
302 Wahgouly Road
Sheboygan, WI 53081

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

United States of America
Attorney General, USA Department of Justice
950 Pennsylvania Avenue NW, Room B-103
Washington, DC 20530

United States Attorney, Eastern District of Wisconsin
517 East Wisconsin Avenue
Room 530
Milwaukee, WI 53202

State of Wisconsin, Department of Revenue
c/o Attorney General of Wisconsin
114 East State Capitol
Madison, WI 53703

State of Wisconsin, Department of Workforce Development
c/o Attorney General of Wisconsin
114 East State Capitol
Madison, WI 53703

Olsen Kloet Gunderson & Conway
602 North Sixth Street
Sheboygan, WI 53081

Sysco Eastern Wisconsin, LLC
c/o Corporation Service Company
Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717

Andre Fire Equipment Inc.
c/o Steven P. Kohls, registered agent
2317 North 15th Street
Sheboygan, WI 53083

Holiday Wholesale, Inc.
c/o Joseph Gussel, registered agent
225 Pioneer Drive
Wisconsin Dells, WI 53965

Wisconsin Bank & Trust
1160 Fond du Lac Avenue
Sheboygan Falls, WI 53085

Defendants.

COMPLAINT

Foreclosure of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

NOW COMES the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a national association organized and existing under the laws of the United States of America, is the successor to U.S. Bank National Association ND, and is engaged in the lending business with offices at the address stated in the captions of the Summons and Complaint.

2. Mortgagor defendants, Darren J. Weimann and Lisa K. Weimann, are husband and wife whose last-known address is the address stated in the captions of the Summons and Complaint.

3. Mortgagor defendants executed and delivered a Note and Mortgage to plaintiff for the consideration expressed therein, copies being attached as Exhibits, and said Mortgage was recorded in the office of the Register of Deeds on March 25, 2008, as Document No. 1848865.

4. On February 20, 2017, the Note matured and became fully due and payable.

5. Plaintiff is owed the sum of $25,920.26, as of May 31, 2019, plus accrued interest to the date of entry of judgment.

6. The mortgaged premises consist of a one- to 4-family residence with a common address of 1813 South 14th Street, Sheboygan, WI 53081, is not owner occupied at the commencement of this action, and cannot be sold in parcels without injury to the interests of the parties.

7. Plaintiff, for the purpose of obtaining a shortened redemption period pursuant to Chapter 846 of the Wisconsin Statutes, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that mortgagor defendants, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court.

8. The following defendants may claim some lien or interest in and to the mortgaged premises, including, but not limited to the interest listed below, but any such claim, lien, or interest is junior and subordinate to plaintiff's mortgage:

State of Wisconsin, Department of Revenue by virtue of the following Tax Warrants:

Warrant No. 59-11983766 docketed on March 25, 2016, in Case No. 2016TW000047, in the sum of $3,482.78;

Warrant No. 59-11997675 docketed on March 25, 2016, in Case No. 2016TW000042, in the sum of $2,649.49;

Warrant No. 59-12185097 docketed on March 25, 2016, in Case No. 2016TW000046, in the sum of $4,080.75;

Warrant No. 59-11975713 docketed on March 25, 2016, in Case No. 2016TW000051, in the sum of $4,090.75;

Warrant No. 59-11957937 docketed on March 25, 2016, in Case No. 2016TW000052, in the sum of $3,112.34;

Warrant No. 59-12178118 docketed on May 14, 2016, in Case No. 2016TW000096, in the sum of $3,938.73;

Warrant No. 59-12051303 docketed on May 14, 2016, in Case No. 2016TW000097, in the sum of $3,920.20;

Warrant No. 59-11949984 docketed in May 14, 2016, in Case No. 2016TW000100, in the sum of $3,545.83;

Warrant No. 59-12218001 docketed on February 21, 2017, in Case No. 2017TW000037, in the sum of $5,396.47;

Warrant No. 59-12186146 docketed on February 21, 2017, in Case No. 2017TW000035, in the sum of $4,023.96;

Warrant No. 59-12216006 docketed on February 21, 2017, in Case No. 2017TW000036, in the sum of $3,314.69; and

Warrant No. 59-12217001 docketed on February 21, 2017, in Case No. 2017TW000033, in the sum of $5,445.96;

Sysco Eastern Wisconsin, LLC by virtue of a judgment docketed on April 11, 2016, in Case No. 2016CV000107, in the sums of $10,977.39, $3,830.52, and $14,509.91;

Andre Fire Equipment Inc. by virtue of a judgment docketed on April 25, 2016, in Case No. 2016SC000617, in the sum of $1,375.47;

State of Wisconsin, Department of Workforce Development by virtue of the following liens:

Warrant No. 6418490-02 docketed on May 2, 2016, in Case No. 2016WC000009, in the sum of $782.50;

Warrant No. 6418490-03 docketed on July 27, 2016, in Case No. 2016WC000012, in the sum of $814.23; and

Judgment docketed on March 26, 2018, in Case No. 2018WC000002, in the sum of $2,578.36;

Holiday Wholesale, Inc. by virtue of a judgment docketed on March 16, 2017, in Case No. 2017CV000011, in the sum of $26,987.65;

Olsen Kloet Gunderson & Conway by virtue of a judgment docketed on April 6, 2017, in Case No. 2017SC000627, in the sum of $5,979.50;

City of Sheboygan by virtue of the following judgments:

Judgment docketed on August 16, 2018, in Case No. 2018TJ000185, in the sum of $691.00;

Judgment docketed on August 16, 2018, in Case No. 2018TJ000183, in the sum of $250.00;

Judgment docketed on August 16, 2018, in Case No. 2018TJ000179, in the sum of $250.00;

Judgment docketed on August 16, 2018, in Case No. 2018TJ000184, in the sum of $691.00;

Judgment docketed on August 16, 2018, in Case No. 2018TJ000180, in the sum of $250.00;

Judgment docketed on August 16, 2018, in Case No. 2018TJ000182, in the sum of $619.43; and

Judgment docketed on August 16, 2018, in Case No. 2018TJ000181, in the sum of $691.00;

United States of America by virtue of the following Federal Tax Liens:

Serial No. 981033814, recorded on February 4, 2014, as Document No. 1982237, in the sum of $64,278.03;

Serial No. 107092814, recorded on July 8, 2014, as Document No. 1988580, in the sum of $23,638.47; and

Serial No. 211761716, recorded on May 16, 2016, as Document No. 2020637, in the sum of $3,891.79; and

Wisconsin Bank & Trust by virtue of a mortgage to Community Bank & Trust, n/k/a Wisconsin Bank & Trust, in the original stated amount of $300,000.00 dated November 8, 2010, and recorded on November 11, 2010, as Document No. 1913636; and any and all judgments entered in Sheboygan County Case No. 2016CV0278.

WHEREFORE, plaintiff demands judgment:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Sec. 846.103(2), Wis. Stats.;

(2) If mortgagor defendants or their assigns abandon the property, for foreclosure and sale of the mortgaged premises in accordance with Sec. 846.102, Wis. Stats.; and

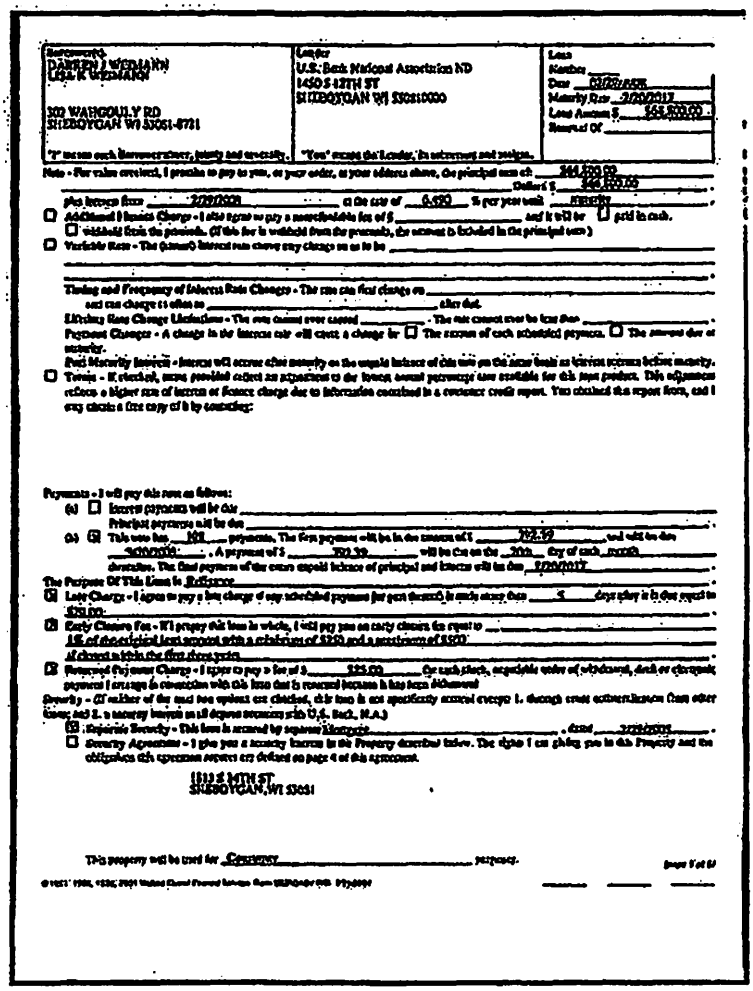
(3) That mortgagor defendants, or persons occupying the premises, be enjoined and restrained from committing waste during the pendency of the action, and that plaintiff have such other and further relief as may be just and equitable.

Dated: May 30, 2019.

P. O. Address:
501 West Northshore Drive
Suite 300
Milwaukee, WI 53217
Telephone: 414-228-6700
contactus@basmog.com

Bass & Moglowsky, S.C.
Attorneys for Plaintiff

Steven W. Moglowsky
WI State Bar No. 1017104



Borrower(s)	Lender	Loan
DARRIN J WIEDMANN LISA K WIEDMANN 320 WAHGOULY RD SHEBOYGAN WI 53081-8721	U.S. Bank National Association ND 1450 S 12TH ST SHEBOYGAN WI 530810000	Number Date 07/07/2005 Maturity Date 7/20/2017 Loan Amount $ 164,000.00 Secured Of

"I" means each borrower above, jointly and severally. "You" means the Lender, its successors and assigns.

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of $ 164,000.00 Dollars $ 164,000.00, plus interest from 7/20/2005 at the rate of 6.490 % per year until PAID IN FULL.

☐ Additional Finance Charge - I also agree to pay a nonrefundable fee of $ _____ and it will be ☐ paid in cash. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ Variable Rate - The (annual) interest rate above may change as set in the _____

_____

Timing and Frequency of Interest Rate Changes - The rate can first change on _____, and can change every _____ after that.

Limiting Rate Change Limitations - The rate cannot ever exceed _____. The rate cannot ever be less than _____.

Payment Changes - A change in the interest rate will cause a change in ☐ The amount of each scheduled payment. ☐ The amount due at maturity.

Paid Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

☐ Terms - If checked, more detailed terms pertaining to the interest rate payments are available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. You obtained that report from, and I may obtain a free copy of it by contacting:

Payments - I will pay this note as follows:

(a) ☐ Interest payments will be due _____
Principal payments will be due _____.

(b) ☒ This note has 102 payments. The first payment will be in the amount of $ 702.59, and will be due 8/20/2005. A payment of $ 702.59 will be due on the 20th day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 7/20/2017.

The Purpose Of This Loan Is Refinance

☒ Late Charge - I agree to pay a late charge of any scheduled payment for past thereof, in each case that _____ days after it is due equal to $20.00.

☒ Early Closure Fee - If I prepay this loan in whole, I will pay you an early closure fee equal to _____
1% of the original loan amount with a minimum of $250 and a maximum of $500
if closed within the first three years.

☒ Returned Payment Charge - I agree to pay a fee of $ 25.00 for each check, negotiable order of withdrawal, draft or electronic payment I arrange in connection with this loan that is returned because it has been dishonored.

Security - If either of the next two options are checked, this loan is not significantly secured except 1. through your collateralization (see other terms) and 2. a security lawyer as all depos accounts with U.S. Bank, N.A.)

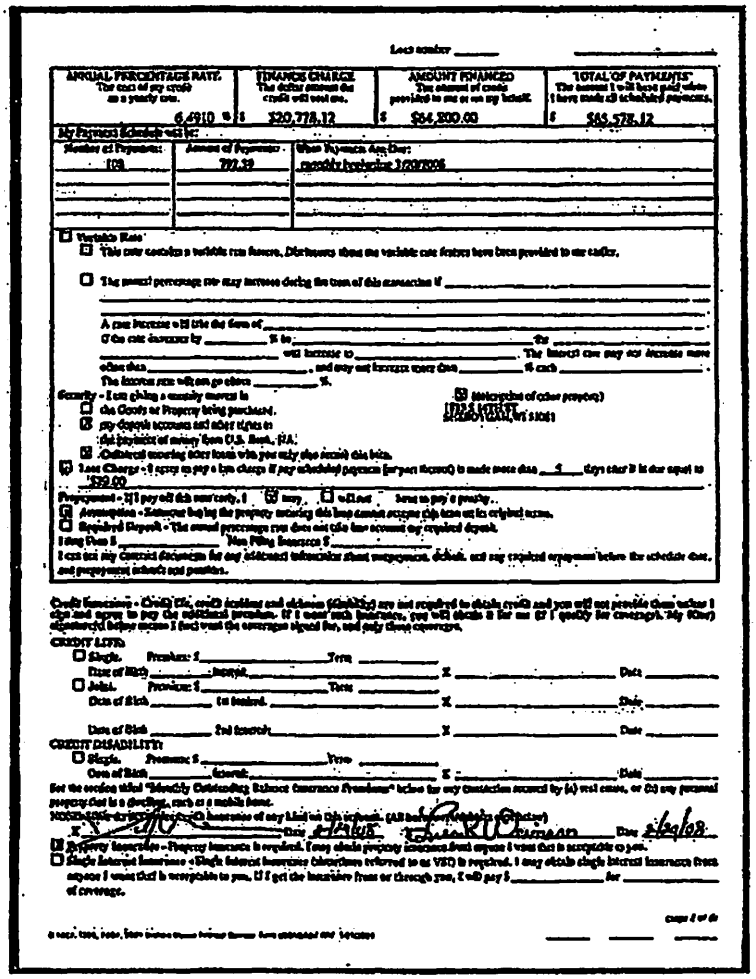
☒ Judicial Security - This loan is secured by separate Mortgage _____, dated 7/20/2005.

☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 4 of this agreement.

1113 S 10TH ST
SHEBOYGAN, WI 53081

This property will be used for Consumer purposes.

© 1997, 1998, 2001 Wolters Kluwer Financial Services ©Bankers Systems™ Form MORGAGE-FIX 7/1/2001



Loan number _____

ANNUAL PERCENTAGE RATE. The cost of my credit as a yearly rate.	FINANCE CHARGE. The dollar amount the credit will cost me.	AMOUNT FINANCED. The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS. The amount I will have paid when I have made all scheduled payments.
6.6910 %	$ 320,778.12	$ 564,800.00	$ 885,578.12

My Payment Schedule will be:

Number of Payments:	Amount of Payments:	When Payments Are Due:
179	797.39	monthly beginning 3/07/2008

☐ Variable Rate

☒ This cost contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

☐ The annual percentage rate may increase during the term of this transaction if _____

_____

_____

A rate increase will take the form of _____

If the rate increases by _____ % in _____ the _____

_____ will increase to _____. The interest rate may not increase more

often than _____, and may not increase more than _____ % each _____.

The interest rate will not go above _____ %.

Security - I am giving a security interest in

☐ the Goods or Property being purchased.

☒ my deposit accounts and other rights to the payment of money from U.S. Bank, N.A.

☒ (Motorcycle of other property)

[illegible]

☒ Collateral securing other loans with you may also secure this loan.

☒ Late Charge - If I pay on a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to $39.00

Prepayment - If I pay off this loan early, I ☒ may, ☐ will not have to pay a penalty.

☒ Assumption - Someone buying the property securing this loan cannot assume this loan on its original terms.

☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

I may lose $ _____ Non Filing Insurance $ _____

I can see my Contract documents for any additional information about nonpayment, default, and my required repayment before the schedule date, and prepayment refunds and penalties.

Credit Insurance - Credit life, credit disability and collateral protection insurance are not required to obtain credit and you will not be provided them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me if I qualify for coverage. My (One) signature(s) below means I (we) want the coverage(s) indicated for, and pay those coverages.

CREDIT LIFE:

☐ Single. Premium: $ _____ Term _____

Date of Birth _____ Insured _____ X _____ Date _____

☐ Joint. Premium: $ _____ Term _____

Date of Birth _____ 1st Insured _____ X _____ Date _____

Date of Birth _____ 2nd Insured _____ X _____ Date _____

CREDIT DISABILITY:

☐ Single. Premium: $ _____ Term _____

Date of Birth _____ Insured _____ X _____ Date _____

See the section titled "Identity Outstanding Balance Insurance Premiums" below for any insurance secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

NON-FILING INSURANCE: I do not want the insurance of any kind as indicated. (All Buyers Must Sign Below)

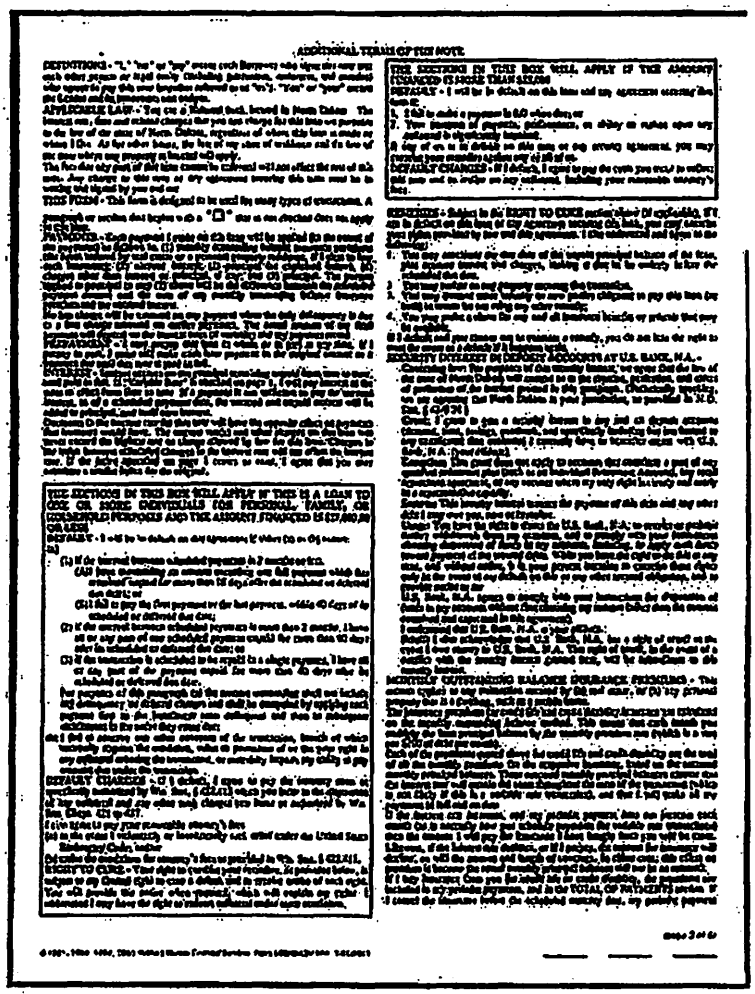
X _____ Date 2/29/08 X _____ Date 2/29/08

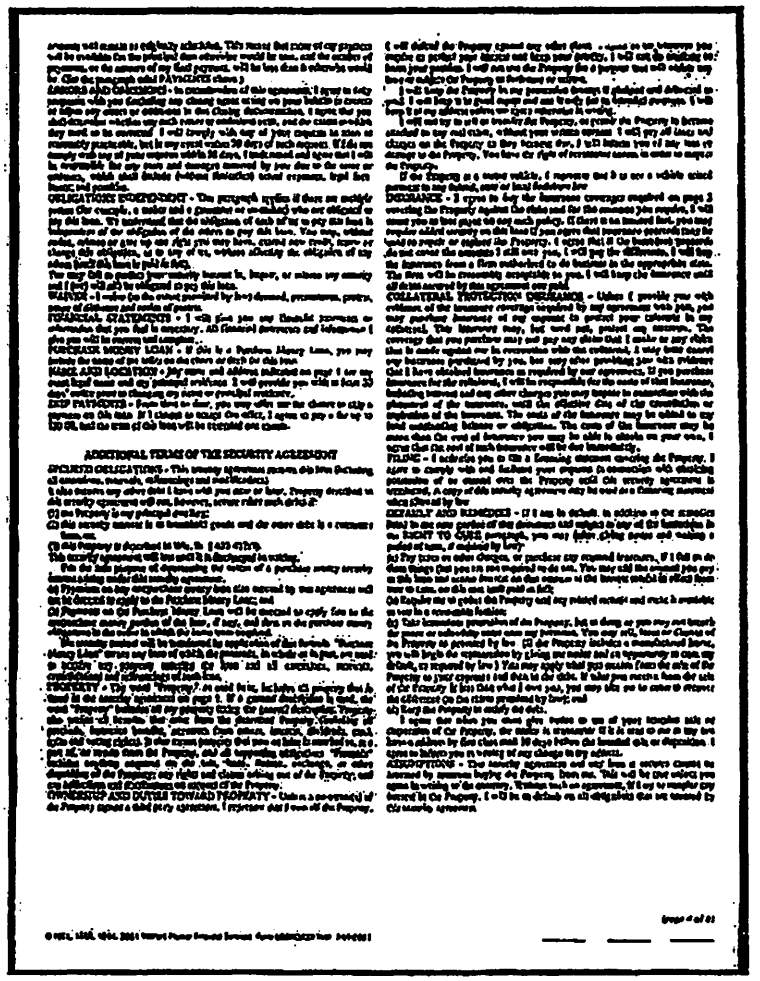
☒ Property Insurance - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

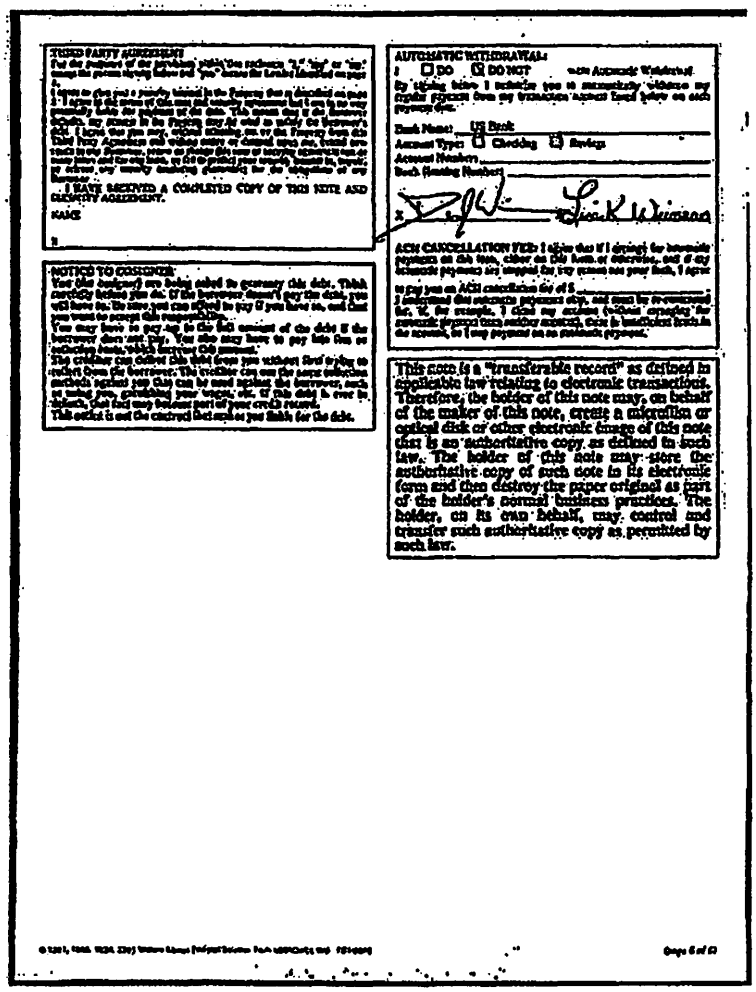
☐ Single Interest Insurance - Single interest insurance (insurance referred to as VSI) is required. I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay $ _____ for _____ of coverage.

page 1 of 4

6 NCR, 1998, Bankers Systems Incorporated, St. Cloud, MN 56303 _____ _____ _____





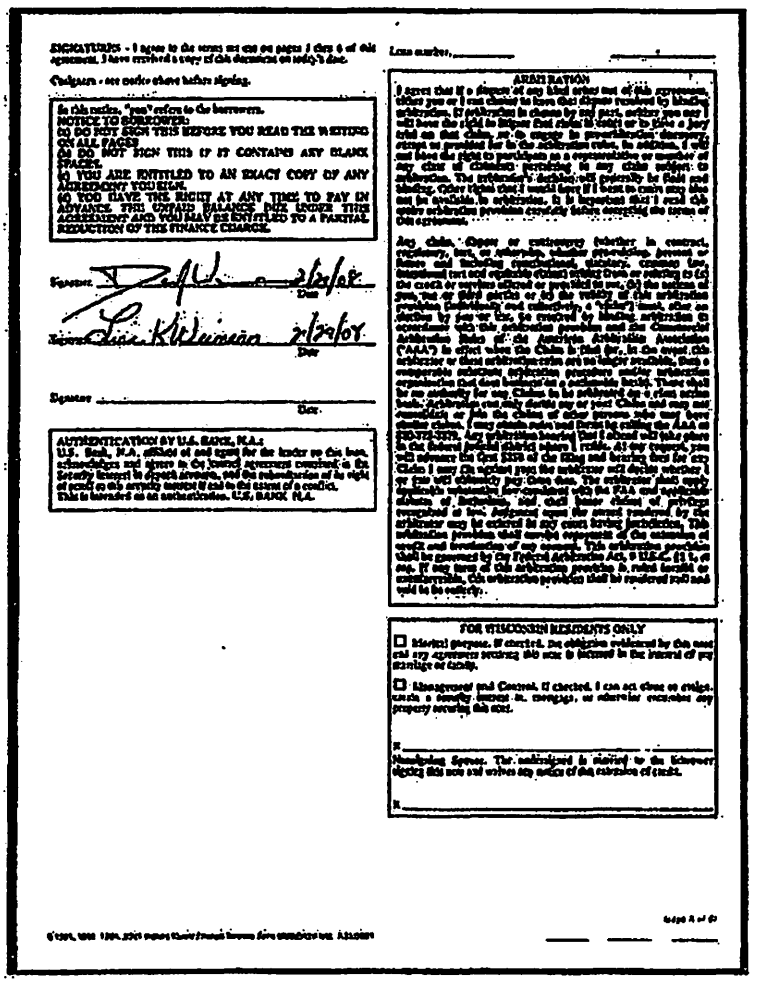


THIRD PARTY AGREEMENT

AUTOMATIC WITHDRAWAL:

NOTICE TO COSIGNER

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy, as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.



SIGNATURES - I agree to the terms set out on page 1 thru 6 of this agreement. I have received a copy of this document on today's date.

Loan number, _____

Cosigners - see notice above before signing.

In this notice, "you" refers to the borrowers.
NOTICE TO BORROWER:
(1) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES.
(2) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(3) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(4) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REDUCTION OF THE FINANCE CHARGE.

Signature _____ Date 2/22/07

Signature Lisa K Wiseman Date 2/22/07

Signature _____ Date

AUTHENTICATION BY U.S. BANK, N.A.:
U.S. Bank, N.A. officer of and agent for the lender on this loan, acknowledges and agrees to the foregoing agreement creating in the Security Interest in favor thereof, and the subordination of its right of setoff to any security interest it has in the assets of a cosigner. This is furnished as an authentication. U.S. BANK, N.A.

ARBITRATION

I agree that if a dispute of any kind arises out of this agreement, either you or I can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor I will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, I will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that I would have if I went to court may also not be available in arbitration. It is important that I read the entire arbitration provision carefully before accepting the terms of this agreement.

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether preexisting, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (1) the credit or services offered or provided to me, (2) the actions of you, me or third parties or (3) the validity of this arbitration provision (collectively, a "Claim") shall, after we or you decline by you or me, be resolved by binding arbitration in accordance with this arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed for. In the event this arbitrator or these arbitration rules are no longer available, then a comparable arbitration procedure and/or arbitration organization that does business on a nationwide basis. There shall be no authority for any Claims to be arbitrated on a class action basis. Arbitration may only decide my or your Claim and may not consolidate or join the Claim of other persons who may have similar claims. I may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that I attend will take place in the federal judicial district where I reside. All my counsel, you will advance the first $375 of the filing and hearing fees for any Claim. I may be asked pay the arbitrator will decide whether I or you will ultimately pay these fees. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of the extension of credit and termination of my account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. If any term of this arbitration provision is ruled invalid or unenforceable, this arbitration provision shall be severed and void to be enforced.

FOR WISCONSIN RESIDENTS ONLY

☐ Marital purpose. If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

☐ Management and Control. If checked, I can act alone to engage, create a security interest in, mortgage, or otherwise encumber any property securing this note.

X _____

Nonborrowing Spouse. The undersigned is married to the borrower signing this note and waives any notice of the extension of credit.

X _____

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1848865

SHEBOYGAN COUNTY, WI
RECORDED ON
03/25/2008 01:41PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 5
TRANS # 112825
OF PAGES: 7

Return Address:
U.S. Recordings, Inc.
2925 Country Drive, Suite 201
ST. Paul MN 55117

Parcel Number: 59281401670

MORTGAGE
(With Future Advance Clause)

☐ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin — Space Above This Line For Recording Data

ALS#:.

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 02/29/2008. The parties and their addresses are:

MORTGAGOR: DARREN J. WEIMANN AND LISA K. WEIMANN, HUSBAND AND WIFE

LENDER:
U.S. Bank National Association N.D.
4355 17th Avenue, S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by referance.

The property is located in SHEBOYGAN (County) at 1813 S 14TH ST (Address), SHEBOYGAN (City), Wisconsin 53081 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed $ 64,800.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

      Borrower's Name(s): DARREN WEIMANN AND LISA WEIMANN

      Note Date: 02/29/2008 Maturity Date: 02/20/2017

      Principal/Maximum Line Amount: 64,800.00

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
   C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

   This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

   If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor 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 Mortgagor.

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10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. AUTHORITY TO PERFORM. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.
If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.
Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.
Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.
12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as "Property"): all existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "Leases"); and rents, issues and profits (all referred to as "Rents"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided with this Assignment, and all future Leases and any other information with respect to future Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.
Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.
14. DEFAULT. Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.

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15. NOTICE OF DEFAULT AND RIGHT TO CURE. Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
16. ACCELERATION. If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
17. DEFAULT CHARGES AND ATTORNEYS' FEES. Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by Wis. Stat. Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in Wis. Stat. Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. After Mortgagor has paid all sums secured by this Security Instrument, and Lender has terminated any commitments for future advances, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor agrees to pay for any recordation costs of such release.
18. POWER OF SALE. If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
19. MORTGAGOR'S RIGHT TO REINSTATE. The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
20. FORECLOSURE WITHOUT DEFICIENCY. If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
21. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

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22. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
23. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.
All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
24. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
25. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
26. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
27. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
28. NOTICE. Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
29. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.
30. MORTGAGOR'S COPY. Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.

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31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.

☐ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

☐ Additional Terms.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

NOTICE TO CUSTOMER

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

(Signature) DARREN J. WEIMANN	(Date) [Seal] 2/29/08	(Signature) LISA K. WEIMANN	(Date) [Seal] 2/29/08
(Signature)	(Date) [Seal]	(Signature)	(Date) [Seal]
(Signature)	(Date) [Seal]	(Signature)	(Date) [Seal]

ACKNOWLEDGMENT:

(Individual) STATE OF Wisconsin COUNTY OF Sheboygan) ss.

This instrument was acknowledged before me this 29th day of February 2008

by DARREN WEIMANN AND LISA WEIMANN

My commission expires: 4-13-08

Steven P Wisse
(Notary Public)

STATE OF WISCONSIN NOTARY PUBLIC STEVEN P. WISSE

This instrument was drafted by First American 1100 Superior Ave, Suite 210 Cleveland, OH 44114 (name).

EXHIBIT A

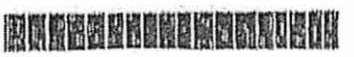
SITUATED IN THE COUNTY OF SHEBOYGAN AND STATE OF WISCONSIN:

A PARCEL OF LAND BEING LOT 1 OF VOLUME 13 OF CERTIFIED SURVEY MAPS, PAGE 107/8, BEING PART OF LOTS 16 AND 18, BLOCK 7, ASSESSMENT SUBDIVISION NUMBER 18, CITY OF SHEBOYGAN.

Permanent Parcel Number: 59281401670
DARREN J. WEIMANN AND LISA K. WEIMANN, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY

1813 SOUTH 14TH STREET, SHEBOYGAN WI 53081
Loan Reference Number :
First American Order No:
Identifier: FIRST AMERICAN LENDERS ADVANTAGE





MORTGAGE

US Recordings

FILED
05-30-2019
Sheboygan County
Clerk of Circuit Court
2019CV000304
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

DARREN J. WEIMANN
302 WAHGOULY ROAD
SHEBOYGAN WI 53081

Case number 2019CV000304 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register as an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: a1895e

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: May 31, 2019

UNOFFICIAL

FILED
05-30-2019
Sheboygan County
Clerk of Circuit Court
2019CV000304
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

LISA K. WEIMANN
302 WAHGOULY ROAD
SHEBOYGAN WI 53081

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STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
SUITE 100
810 CENTER AVENUE
SHEBOYGAN WI 53081

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STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

UNITED STATES OF AMERICA
ROOM B-103
950 PENNSYLVANIA AVENUE NW
WASHINGTON DC 20530

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U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

UNITED STATES ATTORNEY, EASTERN DISTRICT OF WISCONSIN
ROOM 530
517 EAST WISCONSIN AVENUE
MILWAUKEE WI 53202

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STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

STATE OF WISCONSIN, DEPARTMENT OF REVENUE
C/O
114 EAST STATE CAPITOL
MADISON WI 53703

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2019CV000304
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STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

STATE OF WISCONSIN, DEPARTMENT OF WORKFORCE DEVELOPMENT
C/O ATTORNEY GENERAL OF WI
114 EAST STATE CAPITOL
MADISON WI 53703

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STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

OLSEN KLOET GUNDERSON & CONWAY
602 NORTH SIXTH STREET
SHEBOYGAN WI 53081

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STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

SYSCO EASTERN WISCONSIN, LLC
C/O CT CORPORATION SYSTEM, RA
8040 EXCELSIOR DRIVE, SUITE 400
MADISON WI 53717

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Clerk of Circuit Court
2019CV000304
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STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

ANDRE FIRE EQUIPMENT INC.
C/O STEVEN P. KOHLS, RA
2317 NORTH 15TH STREET
SHEBOYGAN WI 53083

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U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
Class Code: Foreclosure of Mortgage

HOLIDAY WHOLESALE, INC.
C/O JOSEPH GUSSEL, RA
225 PIONEER DRIVE
WISCONSIN DELLS WI 53965

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U.S. Bank National Association vs. Darren J. Weimann et al

Electronic Filing Notice

Case No. 2019CV000304
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WISCONSIN BANK & TRUST
1160 FOND DU LAC AVENUE
SHEBOYGAN FALLS WI 53085

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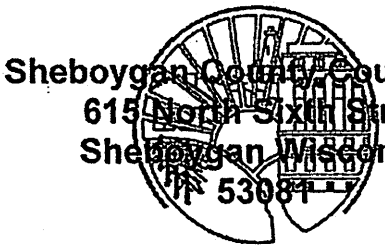
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UNREDACTED



Sheboygan County
Foreclosure Mediation Program
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): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

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 Lender/Plaintiff in your case: _____

1. Is the property being foreclosed 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, with whom have you met? _____

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

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

   _____

   _____

   _____

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

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

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

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

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

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

_____ _____

Property Owner's Signature Date

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
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.

II

3.1

R. O. No. 43 - 19 - 20. By CITY ATTORNEY. July 15, 2019.

Submitting a Summons and Complaint in the matter of Alisanny Montero (Kurtz), et al. vs. City of Plymouth, et al., Case No. 19-C-0581, Eastern District of Wisconsin.

City Attorney

Finance Personnel

SHEBOYGAN POLICE DEPARTMENT

Memorandum

To: Chief Domagalski
From: Lt. Michael Williams
Date: June 18, 2019
Re: Summons in a Civil Action

Dear Chief,

On June 18, 2019, I was served a summons in a civil action, by Gary Repphun, in the lobby of the Sheboygan Police Department. I have been named for being involved in the execution of the phony warrants with other members of the MEG Unit.

I was assigned as the supervisor of the MEG Unit in 2012 through 2014 and while lawfully working in this capacity, I apparently assisted with the Sheboygan County Sheriff's Department in serving a search warrant in 2013.

I am requesting representation by the City of Sheboygan.

Sincerely,

Michael Williams

Michael Williams

CHIEF CHRISTOPHER DOMAGALSKI
REC: JUN 18, 2019

- File
- original for City Attorney Charles Adams.

1315 N 23rd Street, Suite 101
Sheboygan, WI 53081
Telephone: 920-459-3333
Fax: 920-459-0205

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

ALISANNT MONTERO ETAL
Plaintiff(s)

v.

PLYMOUTH, SHEB CNTY., WIS ETAL
Defendant(s)

19-C-0581

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LT. WILLIAMS
615 N. 6TH ST. SHEB. WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: JAMES KURTZ ETAL
411 SELMA ST. PLYMOUTH, WI 53073

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: JUN 10 2019

Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):*

_____

were received by me on *(date)* _____.

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____

_____ on *(date)* _____; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify):* _____

_____.

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

ALISANY MONTERO ETAL Plaintiff(s),

v. Case No. 19-CV-581

PLYMOUTH, SHB CNTY., WIS ETAL

Defendant(s).

CONSENT TO PROCEED BEFORE A MAGISTRATE JUDGE

This form must be filed with the Clerk of Court within 21 days of receipt. Although choosing to have your case decided by a magistrate judge is optional and refusal will not have adverse substantive consequences, the timely return of this completed form is mandatory.

If you do not consent to a magistrate judge hearing your case, a district judge will hear your case. Aside from cases subject to the Prison Litigation Reform Act, magistrate judges in this district generally play no further role in civil cases pending before district judges and do not issue reports and recommendations.

Magistrate judges do not conduct felony trials, and therefore felony trials do not interfere with scheduling and processing of cases before magistrate judges.

Check one:

☐ The undersigned attorney of record or pro se litigant **consents** to have Magistrate Judge William E. Duffin conduct all proceedings in this case, including a bench or jury trial, and enter final judgment in accordance with 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73(b).

☐ The undersigned attorney of record or pro se litigant **refuses** to have a magistrate judge enter final judgment in this matter.

Signed this ____ day of _____, _____.
(date) (month) (year)

_____
Signature of counsel of record or pro se litigant
☐ Plaintiff / petitioner (attorney or pro se litigant)
☐ Defendant / respondent (attorney or pro se litigant)
☐ Other party

ASSIGNMENT OF CIVIL CASES
EASTERN DISTRICT OF WISCONSIN

At the time a new civil action is filed, it is assigned by random selection to either a district judge or a magistrate judge in accordance with the local rules. Pursuant to the provisions of 28 U.S.C. §636(c) and Rule 73 of the Federal Rules of Civil Procedure, a United States Magistrate Judge may, with the consent of the parties, conduct all proceedings in this civil action, including a bench or jury trial and order the entry of judgment. The statute provides for direct appeal to the U.S. Court of Appeals for the Seventh Circuit.

Once the assigned district or magistrate judge has been selected, the local rules of this district require that each party to the action receive a copy of the "consent form." Each party shall complete the form and file it with the Clerk of Court **within 21 days** after its receipt.

If this case has been randomly assigned to a **district judge** and all parties consent to have the magistrate judge conduct all proceedings in the case, the district judge may enter an order transferring the case to the magistrate judge.

If this case has been randomly assigned to a **magistrate judge** and not all parties consent, then the case will be reassigned by random selection to a district judge. If all parties consent, the magistrate judge will conduct all proceedings in the action.

While the decision to consent or not to consent to the exercise of jurisdiction by the magistrate judge is entirely voluntary, the duty to respond to this order is **mandatory**. Your response shall be made to the Clerk of Court only on the form on the reverse side of this notice.

IT IS THEREFORE ORDERED, that you complete this form and file it with the Clerk of Court within **twenty-one (21) days** from receipt.

UNITED STATES DISTRICT COURT

s/William C. Griesbach
Honorable William C. Griesbach,
Chief Judge

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WISCONSIN

ALISANNY MONTERO (KURTZ)

JAMES D. KURTZ CASE NO. 19C581

DIANE K. MUELLER

PLAINTIFFS

VS.

CITY OF PLYMOUTH, SHEBOYGAN COUNTY, STATE OF WISCONSIN,

DEFENDANTS

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED
2019 APR 23 P 1:31
CLERK

CIVIL COMPLAINT PURSUANT TO 42 USC 1983,1985,1986

A. PARTIES

PLAINTIFFS:

1. ALISANNY MONTERO (KURTZ) IS JAMES KURTZ WIFE AND RESIDES WITH HIM.
2. JAMES D. KURTZ IS A CITIZEN OF THE USA AND RESIDES WHEN INSIDE THE COUNTRY AT 41 SELMA ST. PLYMOUTH, WISCONSIN 53073 BECAUSE OF CRIMINAL OPERATIONS OF THE DEFENDANTS JOINTLY IN CONCERT.
3. DIANE K. MUELLER IS A CITIZEN OF WISCONSIN AND RESIDES AT 330 S. BRUNS AVE. PLYMOUTH WIS. 53073.

DEFENDANTS

NAME	POSITION	ADDRESS
SCOTT WALKER	GOV. 2011-19	CAPITOL BDG MADISON WI.
TONY EVERS	GOV. 2019 ON	"
BRAD SCHIMEL	ATTY. GEN. 2015-19/JUDGE	WAUKESHAW COUNTY CT.
JAMES DOYLE	A.G. 1991-2003/GOV. 2003-11	"
STATE OF WIS.	STATE USA	"
SALLY TESS	REG. CHIEF DOC	WAUKESHAW
JENNIFER WHITEHEAD	SHB. DOC PROB. AGENT (WAS)	SHEBOYGAN FALLS
DOUG SUNDSMO	"	WILGUS ROAD SHB. WIS.
LAURA HENNING LORENZ	TREASURER SHB. CNTY	NEW YORK AVE.
REBECCA PERSICK	STATUS JUDGE/CORP COUNSEL	615 N. 6TH ST. SHEB
ANGELA SUTKIEWICZ	STATUS JUDGE	

PETE S. BLDG. ENSF. PLYM. CITY HALL

JAMES BOLGERT	STATUS JUDGE SHB. CNTY	615 N. 6TH ST. SHB. 53081
JOEL URMANSKI	STATUS OF D. SHB. CNTY	
JOE DECECCO	STATUS OF D.A. SHB. CNTY.	"
TODD PREIBE	STATUS X SHRF SHB.CNTY	NEW YORK AVE.
MIKE HELMKE	STATUS X SHRF	"
CORY ROESELER	STATUS SHERIFF SHB. CNTY	NEW YORK AVE.
~~JOHN DOE~~	~~SHB. CNTY SHRF DEPUTY FALSE SWEARING~~ WARRANT/FALSE COMPLAINT 2013 WARANT	
ADAM N. PAYNE	ADMINISTRATOR SHB. CNTY.	"
SHEBOYGAN COUNTY	MUNICIPALITY	PLYMOUTH CITY HALL
JEFF G. TAUSCHECK	PLYMOUTH CHIEF OF POLICE	CITY HALL
TOWN OF RHINE	MUNICIPALITY	TOWN HALL
RON PLATZ	T.R. BOARD CHAIRMAN	TOWN HALL
CITY OF PLYMOUTH	MUNICIPALITY	CITY HALL
JANET C. LAMMERS	REQUESTOR OF WRONGS JOINTLY	326 DEWEY LN. PLYM
GUST C. LAMMERS	REQUESTER OF WRONGS JOINTLY	N7401 RACETRACK RD.
LAMMERS LITTLE LAMBS LLC	CORP OF JANET LAMMERS	326 DEWY LANE
BRIAN YERGES	PLYMOUTH CITY ADMINISTRATOR STATUS	CITY HALL
DON POHLMAN	MAYOR CITY OF PLYMOUTH	CITY HALL
DWIGHT DARROW	ATTORNEY FOR LAMMERS JOINT ACTOR	822 NIAGRA AVE.
COREY NORLANDER	DETECTIVE SHB CNTY STATUS	NEW YORK AVE.
ERIC PASHLEY	DET. SHB. CNTY WITH NORLANDER	"
JAMES HAASCH	X- ASSIST D.A. BY STATUS	615 N. 6TH ST. SHB. WI
LANCE DASSLER, LT. WILLIAMS, INSPECTOR BERGMAN, TODD TRASS(DEPUTY)		SHEBOYGAN COUNTY
OFFICERS FOR PARTS IN THE WARRANTS ETAL		615 N. 6TH ST.
JUSTIN DANIELS	MEG UNIT PLYMOUTH OFFICER PARTICIPATING	CITY HALL PLYMOUTH
WIMMER	DCI AGENTS OF WISCONSIN	DOJ MADISON
BASIL	DCI AGENT OF WISCONSIN	DOJ MADISON
SGT WEILGOSH	SHB.SHRF. DEPUTY (FALSESWORE CRIMINAL COMPLAINT)	NEW YORK AVE
EPPING	X SHRF CHAIR OF LAW ENFORCEMENT COMMITTEE	NEW YORK AVE. SHB.

CRIMINAL UNCONSTITUTIONAL WRONG DOER WITH OTHERS SEE POSTIT

STATEMENT OF CLAIM

THIS IS A CIVIL SUIT AGAINST THE DEFENDANTS PURSUANT TO 42 USC 1983, 1985, 1986 PURSUANT TO THE CIVIL RIGHTS ACT OF 1871, BILL OF RIGHTS, HUMAN RIGHTS ACCORDS, ADA 1990, AND ANTITERORISM ACTS AS RELATED TO HOMEGROWN TERRORISTS.

JURISDICTION OF THE DISTRICT COURT IS CLAIMED UNDER 28 USC 1331-1333.

AS TO THE CIVIL RIGHTS ACT THE DEFENDANTS ARE SUED IN THEIR PERSONAL CAPACITY FOR MONEY DAMAGES AND IN THEIR OFFICIAL CAPACITY FOR INJUNCTIVE RELIEF.

AS TO THE ADA AND OTHER CLAIMS ITS ALEDGED THERE IS NO SOVEREIGN IMMUNITY UNDER THE 11TH AMENDMENT.

ALISANNY M. KURTZ IS AT ALL TIMES HERETO FROM FEBRUARY 11, 2019 JAMES KURTZ' WIFE AND CLAIMS RIGHTS OF ACTION AGAINST THE DEFENDANTS IN THAT CAPACITY AND AS JMES KURTZ' ONLY HIER AND AS TO HER PROPERTY RIGHTS BY MARRIAGE FROM JAMES AND HIS PROPERTIES. FURTHER SHE CLAIMS HEREIN HER DIRECT INJURYS HEREIN BY THE DEFENDANTS PRIOR TO MARRIAGE AND AFTER, ON GOING, SUCH AS THE TAKINGS OF AT LEAST 25,000 DOLLARS A YEAR FROM FAMILY PROPERTY AT RACETRACK ROAD STOLEN BY CRIMINAL UNCONSTITUTIONAL MEANS CORRUPTLY. FURTHER SHE CLAIMS HALF INTEREST IN ALL PROPERTY JAMES KURTZ' PROPERTY MADE OR MAKES AND OR COULD MAKE INCLUDING SUIT MONEY NOW ESTOPED BY WRONG DOERS.

THAT AT ALL TIMES HERETO THESE ARE EXIGENT CIRCUMSTANCES, AS WAS THE TAKINGS IN THE FIRST PLACE IN 2009, IN WHICH THE USED COURTS AND 7TH CIRCUIT VIOLATED THEIR OWN ORDERS AND SAID EXCEPTION.

THAT PLAINTIFFS INCORPORATE AS IF RESTATED THE SUIT 12C202 FILED IN USED REGARDING THE TAKING OF THE PROPERTIES AT RACETACK ROAD BY DEFENDANTS ETAL IN 2009 WITHOUT A WARRANT AND WITHOUT ANY COURT ORDER CRIMININALLY AND AUTHORIZED BY THE U.S. JUDGES INVOLVED TO DATE ON GOING CAUSING INJURY TO PLAINTIFFS INTO THE FUTURE.

AT ALL TIMES HERE THE U.S. DISTRICT COURT ETAL CAUSED THIS WRONGFUL CONDUCT TO HAPPEN BY FAILING AND REFUSING TO ALLOW JAMES D. KURTZ AND OR THE OTHER PLAINTIFFS TO PROCEED IN USED REGARDING THE TAKINGS OF PROPERTIES THIS ARISES FROM, THEREBY CAUSING THE KIDNAPPING BY COLOR OF OFFICE TO HAPPEN BY THE DEFENDANTS WHO GOT THE GREEN LIGHT FROM THE US COURTS AND JUDGES INVOLVED CAUSING MULTIPLICITY OF LAW SUITS AS IN PAST.

THAT AT ALL TIMES HERETO DIANE K. MUELLER IS PLAINTIFF WITH RIGHTS OF ACTION HEREIN AS TO THE UNLAWFUL AND UNCONSTITUTIONAL SEARCH AND SIEZURES HEREIN RELATED AND AS TO MANY OF THE FALSIFIED PLYMOUTH CITY POLICE REPORTS MADE BY THEM REGARDING HER PROPERTY AT 330 S. BRUNS AVE PLYMOUTH WISCONSIN, FURTHER THROUGH ASSOCIATION WITH JAMES KURTZ AS A FRIEND AND CRIMINAL UNCONSTITUTIONAL WRONGS HEREIN TOWARD HER AS A RESULT OF ENFORCING HER RIGHTS PRIVILEGES AND IMMUNITIES SUCH AS TO ASSOCIATE WITH KURTZ' AND OTHERWISE. SHE CLAIMS HEREIN THE DISTRICT COURT AND 7TH CIRCUIT VIOLATING THERE OWN COURT ORDERS TOWARD JAMES KURTZ LAID THE GROUND WORK FOR DEFENDANTS HEREIN THREATENING AND MAINTAINING CRIMINAL UNCONSTITUTIONAL WRONGS AGAINST HER.

EACH OF THE DEFENDANTS IS CLAIMED, AT ALL TIMES HERETO, TO HAVE BEEN ACTING UNDER COLOR OF STATE LAW AND OR CLAIMING TO AND OR PARTY TO THE SAME. THAT THEY ACTED/OMMITED THEIR DUTIES, WRONGFULLY DENYING PLAINTIFFS THEIR RIGHTS, PRIVIVILEGES, AND IMMUNITIES GRANTED BY THE CONSTITUTION AND LAWS OF THE UNITED STATES AND OF THE STATE OF WISCONSIN AS RELATED AS THE BILL OF RIGHTS AND AS A RESULT HAVE INJURED AND CONTINUE TO INJURE THE PLAINTIFFS INTO THE FUTURE.

ITS ALEDGED THAT SAID WRONGS BY DEFENDANTS WERE KNOWING,WANTON,WILFUL, MALICIOUS,ABUSIVE, DONE SOLELY TO HARM PLAINTIFFS, RECKLESS,DELIBERATE, OUTRAGEOUS, OBJECTIVELY UNREASONABLE, WITHOUT PROBABLE CAUSE, OFFICIAL CAPACITY, LAWFUL/FUNCTIONAL AUTHORITY, JURSIDICTION, UNECESSARY, WANTON INFLICTION OF HARM AND INJURYS, RETALIATION SELECTIVE, CONCIOUS CHOICE, WITHOUT DUE PROCESS/EQUAL PROTECTION OF LAW, MEANINGFUL ACCESS/REDRESS, CRIMINAL, TERRORIST ACTS, DONE JOINTLY AND IN CONCERT

THE INSTANT ACTION ARISES FROM THE 2009 CRIMINAL UNCONSTITUTIONAL TAKINGS/SEIZURES OF PROPERTIES BY THE DEFENDANTS AND ASSOCIATES IN FACT, WITHOUT A WARRANT AND/OR A COURT ORDER,FROM JAMES D. KURTZ LOCATED AT N7401 RACETRACK ROAD(A HOUSE AND ONE ACRE AND PERSONAL PROPERTY INSIDE IT AND RECORDS) AND N7445 RACTRACK ROAD(A BARN, OUT BUILDING AND 55 ACRES AND RELATED PERSONAL PROPERTY). INCORPORATED AS IF RESTATED WORD FOR WORD IS THE PRIOR COMPLAINT FILED BY JAMES D. KURTZ, BUZZ ENERGIES, DIANE MUELLER AND THOMAS MUCHA IN THE USED WISCONSIN, WHERE IN THE COURT REFUSED PLAINTIFFS THE RIGHT TO SUE AND OR INJOIN AND RESTRAIN THE CRIMINAL UNCONSTITUTIONAL OPERATIONS OF THE STATE, COUNTY, CITY OF PLYMOUTH, TOWN OF RHINE ETAL AND DISMISSED THE CASE WITHOUT PREJUDICE IN VIOLATION OF THE LAWS AND CONSITUTION OF THE USA BECAUSE THE GROUNDS FOR DISMISSAL WERE MADE UP PRIVIOUSLY BY CORRUPT JUDGES IN THE USED, USWD, AND 7TH CIRCUIT AND BECAUSE THEY ALL VIOLATED THE EXIGENT CIRCUMSTANCE EXCEPTION BESIDES SUPREME COURT RULING WITHOUT EVER MAKING A LEGITIMATE RECORD TO BACK THE B.S. CLAIMED BY THE JUDGES WHO PEDALED INFLUENCE FOR CRIMINALS IN OFFICE AND OPERATING FELONYS IN THE U.S. COURT HOUSE BEFORE FEDERAL JUDGES ILLEGALLY.

THE STATE ETAL CLAIMED THEY HAD THE FEDERAL COURTS IN THEIR POCKETS AND FROM THIS ACTIVITY HEREIN IT APPEARS THEY DID AS WELL AS OTHER FEDERAL OFFICIALS.

THE INSTANT ACTION IS A SUIT AGAINST THE DEFENDANTS FOR KIDNAPPING BY COLOR OF OFFICE OF JAMES D. KURTZ, AFTER THREATS, FOR THE MANUFACTURED CRIME OF STALKING FOR ENFORCING AND OR ATTEMPTING TO ENFORCE CONSTITUTIONAL AND STATUTORY RIGHTS REGARDING THE TAKINGS/SIEZURES OF PERSONAL, AND REAL PROPERTIES OF JAMES D. KURTZ AT RACETRACK ROAD. WHEREIN THE INITIAL FALSE ARREST WARRANT WAS ISSUED BY DOC AGENT SUNDSMO AND BOSSSES AT REQUEST OF SHERIFF TODD PRIEBE UPON THE COMPLAINT OF THE SHEBOYGAN COUNTY TREASURER LAURA HENNING LORENZ, (RECORD FALSIFIER WITH HIM ETAL) FOR JAMES D. KURTZ SPEAKING FREELY ABOUT THE SHERIFF HELMKE ETAL CRIMINAL OPERATIONS AT RACETRACK ROAD IN 2009 AND THAT JAMES D. KURTZ HAD THE RIGHT TO KILL SAID SHERIFFS AND OR HAVE OTHERS AID HIM TO DO SO TO STOP THEM, AFTER THE SHERIFF THROUGH DETECTIVES/DEPUTIES CLAIMED THEY WOULD USE DEADLY FORCE ON KURTZ TO STEAL HIS PROPERTY AT RACTRACK ROAD WITHOUT A WARRANT OR COURT ORDER.

THIS WAS THE SCAM WHICH WAS LATER DISMISSED AS LEGAL BY D.A.'S OFFICE AFTER USED FOR KIDNAPPING OF KURTZ AND BASIS FOR ISSUANCE OF STALKING CHARGES AND PHONY WARRANTS AND ALL FUTHER PHONY PROCESS AND CRIMINAL HOLDING FOR 9 MONTHS BY DOC WARRANT THAT WAS

THAT INCORPORATED ARE ALL FACTS 12C202 AS FOUNDATION FOR THIS SCAM BY DEFENDANTS.

THAT REBECCA PERSICK WAS THE COURT COMMISSIONER IN CASE 9 CV 698 SHEBOYGAN COUNTY WHEREIN JAMES KURTZ FILED PETITIONS FOR INJUNCTION AND OR RESTRAINING ORDERS AGAINST JANET AND GUST LAMMERS REGARDING THREATS AND CRIMINAL OPERATIONS WITH THE STATE AND THE COUNTY PRIOR TO THE TAKINGS IN 2009 AT RACETRACK ROAD AND OTHER WRONGS.

THAT PERSICK HELD AN EXPARTE HEARING AND OBSTRUCTED KURTZ' RIGHT TO ACT AS COUNSEL AND ACCESS TO THE COURT PRIOR TO EX PARTE HEARING WITH AID OF SHEBOYGAN COUNTY/STATE OFFICIALS AND JANET C. LAMMERS AND GUST C. KURTZ AND FOR ATTORNEY DWIGHT DARROW WHO REQUESTED THE CRIMINAL INFLUENCE PEDALING FOR HIM AND HIS CLIENTS ETAL AND HE COUNSELED STATE AGENTS TO STEAL PROPERTIES FOR HIM AND CLIENTS WITH COUNTYS AGENTS

IN 2009 THE STATE/COUNTY AND THEIR AGENTS DID STEAL KURTZ' HOUSE AT N7401 RACETRACK ROAD AND PERSONAL PROPERTY IN IT WITHOUT A WARRANT AND OR A COURT ORDER

IN 2009 THE STATE/COUNTY AND THEIR AGENT DID STEAL KURTZ' 55 ACRE FARM AND BARN NEXT TO HIS HOUSE AND PERSONAL PROPERTY ON IT WITHOUT A WARRANT AND OR COURT ORDER.

THAT ANIMALS WERE STOLEN FROM KURTZ' BARN AND REMOVED FROM THE PREMISES AFTER SHERIFFSS AND ALL ADMITED SAME KURTZ' AND SAME WAS BUTCHERED EATEN AND SOLD AND CONCEALED UPON FILING OF COMPLAINTS ALL OVER COUNTY CITY TOWN AND STATE.

THAT THREATS WERE MADE TO STEAL THE PROPERTY BY JANET C. LAMMERS BY THE SHERIFFS AND STATE IN HER BEHALF, WHICH THEY DID.

THAT THE STATE COUNTY CITY OF PLYMOUTH FROM 2009 STOLD WITH JANET C. LAMMERS AND GUST LAMMMERS AND LAMMERS LITTLE LAMBS AND ART LAMMERS STOLD THE SAID PROPERTIES AND STOLD THE MONEYS SAID PROPERTY WAS MAKING AND OR CAPABLE OF MAKING, INTO THE FUTURE

THAT DEFENDANTS AS ALL TIMES HERE TO WHILE ACTING JOINTLY AND IN CONCERT, AND AUTHORED A POST IT NOTE TO ATTORNEY BUESING OR HE WROTE IT AS NOTE OF BOSSES ORDERS REQUESTING THE COUNTY GET KURTZ BECAUSE HE NOW WAS GOING AFTER LAW ENFORCEMENT COMMITTES CHAIR EPPING AN X COUNTY COP CRIMINALLY INVOLVED,BECAUSE KURTZ HAD GIVEN HIM LEGAL NOTICE NOTE TO ATTORNEY CARL BUESING CORPL COUNSEL(THIS IS THE SMOKING GUN STARTING THE MANUFACTURED STALKING SUIT FOR KURTZ KEEPING TRACK OF HIS PROPERTY STATE COUNTY STOLD WITH JANET AND GUST LAMMERS AND ART LAMMERS AND LAMMERS LITTLE LAMBS.

THAT AT ALL TIMES HERETO THE CLAIMS REGARDING THE KIDNAPPING THREATS, AND KIDNAPPING BY COLOR OF OFFICE HEREIN, ARISES FROM THE PRIOR KIDNAPPING ON A CRIMES THAT NEVER EXISTED AND FURTHER ARISES FROM THE PRIOR TAKINGS BY THE COUNTY AND STATE ETAL IN 2009 OF PROPERTIES ON RACETRACK ROAD OF JAMES KURTZ.

THAT INCORPORATED ARE FACT STATEMENTS IN WARRANT FACTS, LIST OF ACTORS AND CAUSES OF ACTION. ALSO CLAIMED PLYMOUTH CONSPIRED TO ARREST HEREIN WITH COUNTY FOR KURTZ IN DAYS GOING TO HAVE WENT ON STREET WITH SIGNS TO INFORM TAXPAYERS OF CRIMES BY COUNTY STATE AND CITY AND TOWN OF RHINE MORE GROUNDS TO SILENCE KURTZ. KURTZ ASKED CITY COPS IF PERMIT WAS NEEDED FOR THE PICKETING WITH SIGNS ABOUT FELONS IN OFFICE AND PROTECTING

WARRANT FACTS

1. EACH WARRANT HEREIN ISSUED BY REBECCA PERSICK STATUS OF COURT COMMISIONER SHEBOYGAN COUNTY AND STATUS OF PRIOR SHEBOYGAN COUNTY CORPORATION COUNSEL, AND CRIMINAL UNCONSTITUTIONAL WRONG DOER JOINTLY WITH COUNTY AND STATE,D.A.S/AND LAMMERS ETAL LAYING THE GROUND WORK FOR THE FAKE WARANTS DIRECTLY FROM FOREORDAINING THE OUTCOME OF RESTRAINING ORDERS AND INJUNCTIONS FILED BY KURTZ IN 2009 PRIOR TO THE TAKINGS OF PROPERTY AT N7401/N7445 RACETRACK ROAD (SHE CAN NOT SIGN THESE WARANTS AS NOT NUETRAL AND DETACHED AS A MATTER OF RECORD AT THE TIME AND KNOWN TOO HER ETAL INVOLVED)

2. PRIOR TO AND IN PREPARATION OF THE FALSESWORN AND MANUFACTURED WARRANTS DOUG SUNDSMO WAS ASKED TO MANUFACTURE AN ARREST WARRANT FOR JAMES KURTZ BY SHERIFF BY STATUS PRIEBE IN WHICH HE DID(CLAIMING KURTZ COULD NOT SPEAK FREELY ABOUT HOW HE AS A CITIZEN AND OR HIS ASSOCIATES COULD HAVE SHOT AND KILLED THE SHERIFFS AND STATES AGENTS ETAL THREATENING DEADLY USE OF FORCE TO STEAL KURTZ HOME AND FARM WITHOUT A WARRANT AND OR COURT ORDER)(THIS SCAM COMPLAINT CAME FROM FELONY ACTIVE TREASURER SHEBOYGAN COUNTY)AND WHICH AROSE FROM THE 2009 TAKINGS APPROVED BY HIS BOSSES WHO ALL WERE INVOLVED INSAME FRAUD SCAM WHO SHERIFF AT THE TIME WAS IN COMMISSION OF FELONYS AND UNCONSTITUTIONAL CONDUCT WITH AS PRIOR SHERIFF AND HIS EMPLOYEE HELMKE(PROTECTED FELONY OPERATIONS BY SHERIFF, DAS AND JUDGES INVOLVED AND OTHERS)

3. THAT PRIOR TO AND IN PREPARATION, THE COUNTY BOARD AND JOHN DOE, CONCEALED MEMBERS AND D.A.S AND SHERIFF(S) CONTACTED THE CORPORATION COUNSEL CARL BUESING CLAIMING ACCORDING TO A POST IT ON A FILE BUESING PRODUCED, THAT THEY THE COUNTY AND SHERRIFFS ETAL HAD TO STOP OR GET KURTZ BECAUSE HE HAD WENT AT SAID TIME TO THE LAW ENFORCEMENT CHAIRMAN OF COUNTY BOARD (AN X SHERIFF DEPUTY INVOLVED WITH SCAMS) EPPING AND GAVE HIM LEGAL NOTICE TO CEASE AND DECIST THE TAKINGS OF PROPERTY AND RELATED CRIMINAL OPERATIONS ON KURTZ OR HE WOULD NAME HIM AND COUNTY FOR FUNDING THE FELONYS MAINTAINING SHERIFFS FELONY COVERUP AND FELONY THREATS AND UNCONSTITUTIONAL CONDUCT. (THIS WAS AFTER GOING TO THE COUNTY CHAIRMAN AND ADMINISTRATOR WHO DID NOTING BUT PLAY STUPID AND REFUSED TO MAKE LEGITMATE RECORDS WITH COUNSELS COUNSELING.

4. IN PREPARATION FOR THE FABRICATED WARRANTS AND KIDNAPPING BY COLOR OF OFFICE, OVER TIME NUMEROUS COMPLAINTS WERE MADE TO THE COUNTY COPS AND COUNTY BOARD AND TO THE CITY OF PLYMOUTH AND CITY POLICE AND THE TOWN OF RHINE AND THEIR COUNSEL ALL WHITE WASHED AND OR IGNORED MATERIALLY MANUFACTURING RECORDS BY OMMISSION/COMMISION IN THE COVERUP OPERATIONS HEREIN RELATED PRIOR TO 2008 AND IN 2009 ESPECIALLY, TO DO THE TAKINGS, AND THEN TO COVER THEM

UP, AND MAINTAIN THREATS AND OBSTRUCTION OF JUSTICE. THESE 14TH AMEND VIOLATIONS WERE THEN IN TURN USED TO MANUFACTURE THE WARRANTS AND THE FALSESWORN AFFIDAVITS. VIOLATING THE 4TH AND 14TH AMENDS AND WARRANT CLAUSE.

5. FIRST WARRANT WAS ISSUED ON 502 REED STREET PROPERTY IN PLYMOUTH WISCONSIN SIGNED BY PERSICK ON APRIL 26, 2013 AT 11:23 AM AND RECEIVED BY CORY NORLANDER SAID DATE AND TIME AND SIGNED BY NORLANDER SHOWING RECEIPT.(ATTACHED AND INCORPORATED) THIS WAS THE RESIDENCE OF JAMES D. KURTZ AND THOMAS MUCHA WHO OWNED SAID PROPERTY. (WARRANT CLAIMED ISSUED FOR EVIDENCE OF STALKING ARISING FROM THE CRIMINAL UNCONSTITUTIONAL THEFTS AND SIEZURES 2009 BYE THE SAME CRIMINAL UNCONSTITUIONAL ACTORS AND ASSOCIATES IN FACT)(TERRORIST ACTIVITIES BASED ON PRIOR THREATS)

6. THE SECOND WARRANT WAS ISSUED THE SAME DATE AND TIME BY PERSICK AND RECEIVED BY NORLANDER, IT BEING ISSUED FOR JAMES D. KURTZ/BUZZ ENERGIES 2012 BLACK TOYOTA PRIUS (ATTACHED AND INCORPPORATED)AND CLAIMING FOR THE SAME REASONS LOOKING FOR EVIDENCE OF STALKING JANET AND OR GUST LAMMERS THEIR CO CONSPIRATORS IN THE THEFT OF PERSONAL AND REAL PROPERTY AT N7401/N7445 RACETRACK ROAD IN THE TOWN OF RHINE, SHEBOYGAN COUNTY(RURAL PLYMOUTH ADDRESS). THE 2012 PRIUS WAS SIEZED BY NORLANDER ETAL IN THE CITY OF SHEBOYGAN ON OR ABOUT SAID DATE AND JAMES D. KURTZ WAS ARRESTED ON THE PHONY WARRANT ARISING FROM THE COMPLAINT OF THE TREASURER AND AT THE REQUEST BY PRIEBE TO SUNDMO AND BY SUNDSMOS BOSSES WHO WERE INSTRUMENTAL IN DIRECTING THE SEIZURES AT RACETRACK ROAD IN 2009 WITH SHERIFFS ETAL WITH NO WARRANTS OR COURT ORDERS.

7. THE THIRD WARRANT WAS ISSUED THE SAME DATE AND TIME BY PERSICK AND RECEIVED BY NORLANDER AND IT WAS ISSUED FOR 330 S. BRUNS ST.(WHICH IS ACTUALLY AVENUE) ATTACHED AND INCORPORATED, WHICH BELONGED TO DIANE K. MUELLER. IT CLAIMED THE SAME REASON FOR ISSUANCE OF THE WARRANT BUT CLAIMED FRAUDULENTLY AND CRIMINALLY THAT JAMES KURTZ LIVED THERE AS AT 502 REED STREET WHEN HE ONLY LIVED AT 502 REED ST. AS DOCUMENTED IN STATES RECORDS AT DOC AND SHERIFF AND CITY COPS(NO EVIEDENCE SUPPORTED THE FALSE ALEGATIONS OTHER THAN NORLANDER FAKE HEARSAY ON HEARSAY AFFIDAVIT NOT ON PERSONAL KNOWLEDGE.

8. THE 4TH WARRANT WAS THE WARRANT FOR KURTZ ARREST BY DOC AGENT SUNDMO WHO FABRICATED THE WARRANT AT REQUEST OF SHERIFF AND COMPLAINT BY TREASURE FOR SPEAKING FREELY AND THE TRUTH AND THE LAW.

9. THE 5TH WARRANT WAS ISSUED FOR STALKING ON KURTZ BY PERSICK SUPERSEDING THE ORIGINAL PHONY WARRANT BY COPS DAS AND DOC AGENT SUNDMO AND ARISING FROM HER OWN CRIMINAL UNCONSTITUTIONAL CONDUCT IN ENABLING THE FELONY TAKINGS ON RACETRACK ROAD FOR HER CRIMINAL ASSOCIATES IN FACT AND LAMMERS AND THEIR

ATTORNY DWIGHT DARROW WHO REQUESTED SAID FELONYS AT X PARTY HEARINGS AND MORE.

10. THE 6TH WARRANT CLAUSE VIOLATION WOULD BE THE SEARCH AT 502 READ STREET IN PLYMOUTH DONE BY THE PETE THE BUILDING INSPECTOR AT THE REQUEST OF TAUSCHEK THE CITY CHIEF OF POLICE AND THE COUNTY OFFICERS IN CHARGE OF THE SEARCH PERSICK SIGNED FOR, THIS SEARCH HOWEVER EXCEEDING THE SCOPE OF PERSICKS SEARCH WARRANTS SHE ISSUED

11. THAT AT ALL TIMES HERETO THE MATERIAL FACTS USED TO ISSUE THE WARRANTS WERE FABRICATED BY PERSICK HER SELF BY HER OWN OPERATIONS SHE OMITTED DELIBERATELY WITH OTHERS INVOLVED AND OR COMMITED JOINTLY AND IN CONCERT,(PRIOR, DURING, AFTER).

12. THAT AT ALL TIMES HERETO THE AFFIDAVITS BY NORLANDER WERE DELIBERATELY AND MATERIALLY MANUFACTURED AND USED TO MANUFACTURE THE WARRANTS KNOWN TO ALL INVOLVED

13. THAT IN SAID DELIBERATELY FALSIFIED AFFIDAVIT OF NORLANDER HE SWEARS SAME ON INFORMATION AND BELIEF HE CLAIMED, (NOT ON PERSONAL KNOWLEDGE)(ALSO HE FAILED TO STATE IF HE WAS LEGALLY ABLE TO ATTEST THERETO), HE CLAIMS, HE BASIS THE AFFIDAVIT, ON HIS OWN INVESTIGATION(WHICH HE DELIBERATELY MANUFACTERED THE CLAIMS BY OMMISSION AND COMMISSION AFTER NUMEROUS LEGAL NOTICES TO SHEBOYGAN COUNTY AND STATE ETAL.)

14. NORLANDER ALSO FABRICATES HIS AFFIDAVIT BY DELIBERATELY CLAIMING TO RELY ON THE DELIBERATELY FABRICATED REPORTS OF HIS ASSOCIATES IN FACT (DEPUTIES AND DETECTIVES)WHO FABRICATED SHERIFF DEPARTMENT REPORTS FOR THE COUNTY STATE AND OTHERS INVOLVED AS NORLANDER, ALL JOINTLY AND INCONCERT AND IN WHICH HE KNEW WERE NOT RELIABLE AND FROM THOSE WHO MADE THREATS DIRECTLY AGAINST KURTZ AND OR IN BEHALF OF THE SHERIFFS DEPARTMENT AND OTHERS INVOLVED.

15. NORLANDER ALSO IN THE FALSIFIED AFFIDAVIT CLAIMS TO RELY ON MANUFACTURED DOCUMENTS FROM THE CITY OF PLYMOUTH AND AGENTS WHO HE KNEW TO HAVE BEEN PROTECTING FELONY AND UNCONSTITUTIONAL CONDUCT OF THE THE SHERIFFS DEPARTMENT AND THE STATE AND COUNTY IN GENERAL AND OTHERS INVOLVED INCLUDING GUST AND JANET LAMMERS AND HE KNEW THE GOVERNOR AND ATTORNEY GENERAL WERE INVOLVED IN COVERUP OF THE WHOLE SCAM FOR THE COUNTY STATE AND TOWN ETAL.

16. NORLANDER ALSO IN THE FALSIIFIED AFFIDAVIT SIGNED APRIL 26TH 2013 IN PURSUANCE OF THE PHONY GENERAL SEARCH AND SIEZURE WARRANTS (WITHOUT ANY PROBABLE CAUSE AND OR LEGITIMATE REASONS OBJECTIVELY)ON PAGE 20, SAYS HE BELIEVES HE HAS SET OUT A COURSE OF CONDUCT AGAINST JANET AND GUST LAMMERS BY JAMES KURTZ AND

SERIOUS EMOTIONAL DISTRESS TO JANET AND GUST LAMMERS BY JAMES KURTZ AS A RESULT OF JAMES KURTZ' CONDUCT, (VIOLATING 940.32 WIS STATS.)WHICH ARISES FROM GUST AND JANET LAMMERS AND ART LAMMERS AND LAMMERS LITTLE LAMBS, WITH THE SHERIFFS AND THE STATE AND THEIR AGENTS AND ASSOCIATES ETAL CRIMINAL UNCONSTITUTIONAL TAKINGS OF JAMES D. KURTZ' PERSONAL AND REAL PROPERTY IN 2009 AT N7401/N7445 RACETRACK ROAD, WITHOUT A WARRANT AND OR COURT ORDER AFTER THREATS TO COMIT SAME AND COVERUP AND ARREST IF KURTZ ATTEMPTED TO ENFORCE RIGHTS REGARDING SAME AND OR RELATED SUBJECTS AND WRONGS THERE AFTER IN COVERUP.

17. NORLANDER AND DEFENDANTS HEREIN RELATED JOINTLY AND IN CONCERT CONSPIRED AND OR AGREED TO OMIT AND CONCEAL THE REAL FACTS REGARDING THE PROPERTY OF JAMES D. KURTZ AND HOW THEY STOLD THE PROPERTY AND CONTINUED TO STEAL MONEY JOINTLY AND INCONCERT WITH JANET LAMMERS ART LAMMERS AND GUST LAMMERS AND LAMMERS LITTLE LAMBS LLC AND OTHERS INVOLVED(THE PROPERTY MADE MONEY) AND HOW THEY HAD AUTHORIZED THE MONEY TO BE LAUNDERED IN THE LOCAL BANKS THAT SHEBOYGAN COUNTY, STATE, CITY OF PLYMOUTH ETAL WERE PARTY TO.

18. NORLANDERS AFFIDAVIT CLEARLY OMITS SEVERAL CRUCIAL FACTS WHICH WOULD PRECLUDE ALL WARRANTS FROM BEING ISSUED LEGITIMATELY CLEARLY BEING VIOLATIONS OF THE 4TH 14TH AMEND WARRANT CLAUSE (FRANKS V. DELAWARE/STATE VS. MANN) FIRST THAT JAMES D. KURTZ ACTUALLY OWNED THE PROPERTY AT N7445 AS A MATTER OF RECORD ADMITED BY JANET LAMMERS FROM 1990 SWORN TESTIMONY AND OTHER RECORDS AS IN NORLANDERS OWN AUDIO RECORDING OF JANET LAMMERS IN APRIL 2013 ADMITING THERE WAS NO DEFAULT OF THE FARM LAND CONTRACT (CLAIMED REASON FOR FELONY TAKING). FURTHER OMITED BY NORLANDER AFTER NOTICE AND KNOWINGLY OTHERWISE IS THAT THE FARM PERSONAL PROPERTY WAS SOLD WITH THE FARM TO JAMES D. KURTZ AND THAT SAME WAS ADMITTED (BY JANET LAMMERS) TO DOUGLAS SUNDSMO TOO, WHICH MADE ALL PROPERTY ON THE FARM N7445 JAMES KURTZ' WHEN SEIZED WITHOUT WARRANT AND OR COURT ORDER 2009 AND CRIMINAL UNCONSTITUONAL CONDUCT BY HIS ASSOCIATES IN FACT. FURTHER NORLANDER OMITED THE THEFT BY THE SHERIFFS ETAL AND JANET LAMMERS AND STATES AGENTS OF LEGAL DOCUMENTS FROM THE HOUSE N7401 FROM JAMES D. KURTZ AS DIRECTED BY HIS SUPERIORS AND ASSOCIATES IN FACT THAT WERE MATERIAL TO ISSUANCE OR NON ISSUANCE OF THE WARRANTS KNOWN FULLY TO PERSICK AND D.A.S OFFICE AND OTHERS INVOLVED PRIOR TO THE APPLICATION AND OBTAINING THE WARRANTS.
19. ONCE THE COUNTY AND STATE MANUFACTURED A STORY THAT JAMES KURTZ DEFAULTED ON THE LAND CONTRACT AT N7445 RACETRACK ROAD PLYMOUTH WISCONSIN AS THE GROUND FOR TAKING OF SAID REAL AND PERSONAL PROPERTY NORLANDER CAN NOT USE IT AS HE DID HEREIN AS PART OF HIS SCAMING WITH OTHERS
20. THAT DURING THE INTERVIEW OF TOM MUCHA NORLANDER TOLD MUCHA THAT KURTZ CAN NOT BE ALLOWED TO TALK BAD ABOUT THE COUNTY/STATE OFFICIALS AS DID SUNDMO AND TODD PRIEBE THEN SHERIFF.

21. THAT NORLANDER ETAL OMITTED FROM HIS AFFIDAVIT AND OTHER RECORDS THAT JAMES KURTZ OWNED THE HOUSE AND ONE ACRE AT N7401 RACETRACK ROAD NOT JANET LAMMERS AND HE OMITTED THE DOCUMENTATION FROM THE BANK REGARDING JANET ALSO BEING PAID BACK ON A LOAN ON THE HOUSE FOR ABOUT 10000 DOLLARS AND HER INABILITY TO HAVE THEM SEIZE SAID PROPERTY WITHOUT A WARRANT AND OR COURT ORDER, WHILE STEALING OF THE DOCUMENTATION WAS BY NORLANDERS ASSOCIATES IN FACT.
22. THAT NORLANDERS BOSSES CALL HIS RECORD FIXING AS OTHERS INVOLVED, CREATIVE RECORD MAKING, AND IT IS CREATIVELY MANUFACTURING A CRIMINAL OFFENSE FOR ENFORCING AND OR ATTEMPTING TO ENFORCE RIGHTS AS RELATED.
23. NORLANDER FABRICATED THAT THE PROPERTY AT N7401 RACETRACK ROAD SOME HOW WAS DEEDED BY HER PARENT TO HER IN 1978. JANET NEVER OBTAINED A DEED FROM ANYONE SHE HAD NO RIGHT TO THE PROPERTY AND JAMES D. KURTZ OWNED IT AND OWNS IT AT ALL TIMES HERETO.
24. DETECTIVE ERIC PASHLEY IN HIS AFFIDAVIT SIGNED THE 30TH OF APRIL 2013 ON PAGE 5 WHILE TALKING OF WHAT JANET LAMMERS SAID TO NORLANDER MANUFACTURED EVIDENCE WITH NORLANDER AFTER SAYING JAMES KURTZ HAD SIGNED BOTH PROPERTIES OVER TO JANET LAMMERS BY QUICK CLAIM DEED BEFORE JAMES KURTZ WENT TO PRISON INDICATING THAT JAMES KURTZ OWNED BOTH PROPERTIES AT THAT POINT. SAID AFFIDAVITS OF NORLANDER AND PASHELY FAILED AND REFUSED TO MAKE A LEGITMATE RECORD REGARDING THE OWNERSHIP TO THE PROPERTY. ALSO JANET LAMMERS CLAIMED ON TAPES THAT SHE DID NOT KNOW HOW SHE OBTAINED A QUIT CLAIM DEED ON THE FARM AND N7445 RACETRACK ROAD AND HAD CLAIMED SAID FARM WAS DEFAULTED ON LAND CONTRACT BY KURTZ.
25. THE OFFICIALS HEREIN DELIBERATELY CONCEALED AND COVERED UP JANET LAMMERS AS A FIDUCIARY OF JAMES KURTZ OBTAINED THE DEEDS TO THE PROPERTIES TO HOLD FOR JAMES KURTZ DUE TO THREATS BY COUNTY AND STATE AND AGENTS. ALSO OMITED ARE THE DETAILS OF THE TRANSFER, WHAT DID SHE PROVIDE TO JAMES KURTZ WORTH MILLIONS OF DOLLARS?

LIST OF ACTORS

STATE OF WISCONSIN IS NAMED AS A STATE OF THE USA HEREIN AND HAS NO 11TH AMENDMENT IMMUNITY EXCEPT AS THIS RELATES TO 1983 CLAIMS NOT OTHER CONDUCT THAT IS A 1983 WRONG TOO SUCH AS THE TERRORIST ACTIVITIES BY IT ETAL BY ITS AGENTS AND CRIMES. IT IS CLAIMED THE STATE OF WISCONSIN BY ITS GOVERNOR AND SUBORDINATES AND THE A.G.S OF WISCONSIN DID THESE WRONGS BY POLICY CUSTOM PRACTICE CUSTOM AND PATTERN, APPROVING, CONDONING, RATIFYING SAID CONDUCT AFTER NOTICE. FURTHER NO 11TH AMEND IMMUNITY IN 1983 FOR INJUCTIONS AND RESTRAINING ORDERS

TONY EVERS IS NAMED AS THE PRESENT GOVERNOR OF WISCONSIN WHO WAS NOTICED OF THE WRONG DOING HEREIN RELATED UPON TAKING OFFICE IN 2019, AFTER WHICH HE CONDONED AUTHORIZED AND APPROVED SAID WRONGS ONGOING AS HEREIN RELATED BY HIS PREDECESSORS, SUBORDINATES AND BY THE CITY AND COUNTY TOWN OF RHINE AND HE HAD POWER TO REMOVE THE TREASURER AND SHERIFF AND OTHERS AND REFUSED TO IN COVERUP AS HIS PREDECESORS AND AS PARTICIPATING THIEF REGARDING THE ON GOING TAKINGS OF PROPERTIES AND MONEYS FROM SAID PROPERTIES OF KURTZ AND TERRORIST THREATS.

SCOTT WALKER IS NAMED AS GOVERNOR PRIOR TO EVERS AND FROM 2011 ON HE IS NAMED AS EVERS ABOVE STATED AND HE IS NAMED FOR DIRECT PARTICIPATION WITH THE ACTORS HEREIN AND THE A.G. WHO WAS THE PRIOR WAUKESHAW D.A., WALKERS ACTS AND OMMISSIONS LEAD TO THE 2013 SCAMS AND COVERED UP THE TAKINGS IN 2009 AND DOYLES ETAL CRIMINAL INVOLVMENT UNCONSTITUTIONAL TERRORST WRONGS. HE IS NAMED FOR AFTER LEGAL NOTICE APPOINTING FELONS AS NEW SHERIFF AND PROTECTED TWO OR MORE OLD SHERIFFS. HIS WRONGS MADE HIM AN ACTIVE PARTICIPANT IN ALL WRONGS PRIOR TO AND AFTER THIS 2013 KIDNAPPING BY COLOR OF OFFICE FOR ENFORCING RIGHTS PRIVILIGES AND IMMUNITIES. HE IS A TERRORIST CRIMINAL ACTOR

JAMES E. DOYLE IS NAMED AS GOVERNOR JANUARY 2003 TO 2011 HE IS NAMED AS INVOLVED IN ALL CRIMINAL OPERATIONS BY SHEBOYGAN COUNTY AS GOVERNOR AND A.G. PRIOR LEADING UP TO THE WRONGS HEREIN AND THUS A MAJOR PLAYER IN THE TAKINGS OF 2009 AND THE COVERUP AND THREATS TO MAINTAIN THERE AFTER AND TAKINGS TO DAY OF MONEYS BESIDES THE PHONY WARRANTS ETAL AND PAPERS LEADING TO THEM AND AFTER THEM(HE WAS ALSO INVOLVED IN ATTEMPTED MURDER IN 2003 OF KURTZ THROUGH A KIDNAPPING BY COLOR OF OFFICE SHOWING A PATTERN OF CONDUCT HEREIN AS WAS WISCONSIN AND MORE HE IS NAMED AS ALL GOVERNORS AND A.G.S ALSO AND IS NAMED ONGOING AS OTHERS IN WRONGS. DOYLE IS NAMED FOR AUTHORIZING CRIMINAL TAKINGS WITH DOC AGENTS AND COUNTY STATE AND THEREAFTER COVERING IT UP AND ALL HIS RELATED INVOLVEMENT AND PARTICIPATING HEREIN AS AN ONGOING COVERUP BY THREATS AND KIDNAPPING AND OBSTRUCTION OF JUSTICE.

BRAD SCHIMEL IS NAMED AS ATTORNEY GENERAL 2015-2019 AND A PRESENT SETTING JUDGE OF WAUKESHAW COUNTY BRANCH 6 APPOINTED BY WALKER FOR THE COMMISSION OF CRIMES AND CRIMINAL COVERUP FOR WALKERS AND COUNTY AND STATE. HE IS NAMED HEREIN FOR AS DA OF WAUKESHAW COUNTY 2007-2015 AFTER LEGAL NOTICE MAINTAINING FELONY ACTIVITES TOWARD JAMES KURTZ AND REGARDING ALSO THE TAKING OF HIS PROPERTIES AT RACETRACK ROAD, WHEREIN HE REFUSED TO PROSECUTE THE REGIONAL CHIEF OF PROBATION AND PAROLE IN WAUKESHAW 2

COUNTY 2009 AND AFTER, WHILE SHE DIRECTED THE FELONY TAKINGS WITH DIRTY SHEBOYGAN COUNTY CRIMINALS ASSISTING HER AND WHITEHEAD ETAL AND THEREAFTER ALL WRONGS FOLLOWING AND THE 2013 WRONGS HEREIN BY THE COUNTY STATE CITY TOWN ETAL. (D.A.S CAN CHARGE OR NOT CHARGE, BUT DURING COMMISSION OF CRIME FAILUE TO STOP IT MADE HIM A FELON UNCONSTITUTIONAL ACTOR AS D.A. AND LATER THE SCAMS WITH GOVERNORS AS A.G. CRIMINAL AND UNCONSTITUIONAL AND NOW OBTAINING OFFICE OF JUDGE BY THE COVERUP WITH ALL CONCERNED FIXING ELECTION OF HIS OWN AND OTHERS RELATED AND THE SHEBOYGAN COUNTY SHERIFFS ETAL

SALLY TESS REGIONAL CHIEF OF DOC, PERSON APPROVING THE FELONY UNCONSTITUTIONAL WRONGS BY JENNIFER WHITE HEAD AND DOUG SUNDSMO AND BOSSES AND THE ONE DIRECTING THE TAKINGS 2009 AT RACETRACK ROAD AT WHITEHEADS REQUEST WITH DIRTY SHEBOYGAN COUNTY AND STATE OFFICIALS SHE IS THUS A DIRECT ACTOR IN THE WRONGFUL FABRICATING OF RECORDS AND AFFIDAVITS AND WARRANTS ETAL BY COUNTY AND STATE FOR ENFORCING RIGHTS REGARDING THE TAKINGS OF PROPERTIES AND MONEY ONGOING/COVERUP/REVENGE

JENNIFER WHITEHEAD IS NAMED AS A PRIOR DOC PROBATION AGENT BY STATUS WHILE CONCEALING THE MANUFACTURED CRIME FOR PROBATION; FOR HER PART IN THE COVERUP OF THE TAKINGS AND ATTEMPTS HEREIN LEADING TO THE KIDNAPPING BY COLOR OF OFFICE HEREIN AND ONGOING TAKINGS OF MONEYS AND MAINTAINED TAKINGS FROM 2009. AND OTHERWISE COMITING WRONGS WITH COPS ETAL

DOUG SUNDSMO IS NAMES AS A DOC PROBATION AGENT BY STATUS AS WHITEHEAD AND HE TOOK OVER HER JOB AFTER THE TAKINGS IN 2009. HE IS NAMED AS A PARTICIPATING CRIMINALS UNDER ORDERS TO CARRY OUT THE FELONYS AFTER WHITEHEAD AND REGARDING THE PHONY ARRESTS AND WARRANT. HE MANUFACTURED A WARRANT FOR JAMES KURTZ ARREST, WITHOUT ANY JURISDICTION, OFFICIAL CAPACITY AND OR LAWFUL AUTHORITY, WHEREIN THEN JAMES KURTZ WAS SEIZED BY NORLANDER AND PASHLEY(SHB.CNTY DET.S) AND HIS PRIUS SEIZED ON THE PHONY WARRANTS BY PERSICK, SUNDSMO UNDER ORDERS HELPED MANUFACTURE BY CONCEALING WHITEHEADS AND REGIONAL CHIEFS COVERUP AND INVOLVEMENT IN TAKINGS 2009 AND AFTER WRONGS RELATED. HE WAS ASKED BY TODD PRIEBE TO FAKE THE WARRANT FOR ENFORCING RIGHT TO TELL TREASURER THAT HE HAD THE RIGHT TO LEGALLY KILL THE SHERIFFS AND DOC AGENTS ETAL WHO STOLD HIS PROPERTY AND THREATENED THE USE OF DEADLY FORCE TO DO IT.
HE IS FURTHER NAMED FOR CONCEALING EVIDENCE FOR THE COUNTY AND STATE AS WHITE HEAD ETAL SPECIFICALLY FACTS HE REFUSED TO PLACE IN RECORD AT BOSSES ORDERS THAT KURTZ OWNED THE THE FARM AT N7445 RACETRACK ROAD PLYMOUTH WISCONSIN, AS DEED WAS NEVER DEFAULTED AS CLAIMED FOR REASON FOR TAKING IN 2009, THAT JANET LAMMERS ADMITED TO HIM AND NORLANDER THE PROPERTY WAS PAID OFF BY THE INSURANCE COMPANY AND JANET LOST HER INTEREST IN LAND CONTRACT AT THAT POINT AND ALL PROPERTY THAT WAS PERSONAL THAT WENT WITH THE FARM AND NOT ALREADY JAMES KURTZ' PROPERTY.(THIS WAS OMITED AS PROVED FELONY THEFT OF PROPERTIES BY BOSSES AND WHITEHEAD ETAL)
HE IS NAMED FOR HOLDING ME WITH SUPERIORS IN JAIL AND DENYING ME ALL MY RIGHTS RELATED AS A RESULT AS THE OTHERS INVOLVED, BASED AFTER DAYS ON THE PHONY WARRANTS AND SUKAVICHS COVERUP AND INFLUENCE PEDALING WITH DIRTY LAWYER SHE APPOINTED AND TOLD WHAT TO DO.
HE AND WHITE HEAD ARE NAMED FOR FAKING HOUSE ARRESTS ON BRACELETS AT 502 REED STREETD WITH COPS AUTHORIZING CRIMES BY THEM WITH DAS AND OTHERS ALL INVOLVING THIS SCAM AND LEADING TO IT IN 2013 AND MAINTAINING THEFTS OF PROPERTIES AND COVERUPS

LAURA HENNING-LORENZ IS NAMED AS SHEBOYGAN COUNTY TREASURER HEREIN BY STATUS REQUESTING THE SHERIFFS UPON A COMPLAINT TO ARREST AND CHARGE JAMES D. KURTZ FOR STATING THE FACT HIS PROPERTIES HE POSSESED AT N7401/N7445 RACETRACK ROAD WHERE STOLEN FROM HIM BY USE OF THREATENED DEADLY FORCE, WITHOUT A WARRANT OR COURT ORDER BY SHEBOYGAN COUNTY AND THE STATE BY THE DOC AGENTS AND SHERIFFS WITH IN AND FOR JANET LAMMERS AND JENNIFER WHITE HEAD AND BOSSES ETAL AND THAT HE JAMES KURTZ HAD AT SAID TIME A LEGAL RIGHT TO KILL ALL OF THEM IF NEED BE TO STOP THEM AND IT WAS ON AUDIO RECORDING BY COPS. (ENFORCING CONSTITUTIONAL RIGHTS) SHE IS NAMED FOR MAINTAINING FALSE RECORDS OF OWNERSHIP AND KNOW JANET LAMMERS WELL AND SHE IS NAMED FOR AS HER PART IN CHARGING STALKING CRIME FOR ENFORCING RIGHTS TO PROPERTY STOLEN 2009 AND SHE IS NAMED FOR TAKINGS OF PROPERTY THERE AFTER AND MONEYS PROPERTIES MAKE PER MONTH AND SHE IS NAMED FOR UNCONSTITUTIONALLY STEALING MONEYS FROM ME AND FALSIFYING I OWE TAXES ON MY HOUSE AT 41 SELMA BECAUSE SHE AND JANET AND DIRTY OFFICIALS CAN STEAL MORE THAN THE TAXES DUE AND STILL ISSUE PHONY LIENS ON MY PROPERTY VIOLATING PROPERTY RIGHTS TOO BESIDES THE RIGHT TO HAVE HONEST OFFICIALS AND ACCURATE RECORDS MADE BY HER ETAL NOT FAKE ONES.

REBECCA PERSICK IS NAMED AS SHEBOYGAN COUNTY MEMBER OF CORPORATION COUNSEL, COURT COMMISSIONER, AND CIRCUIT JUDGE OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION. SHE IS NAMED AS DIRECT CRIMINAL UNCONSTITUTIONAL ACTORE JOINTLY WITH DEFENDANTS PRIOR TO THE CASES SHE SAT ON AND FOR SETTING THE STAGE FOR THE TAKINGS IN 2009 FOR ASSOCIATES IN FACT AND THEREAFTER MANUFACTURING A PAPER TRAIL THAT LEAD TO THE WARRANTS BEING SIGNED AND FIXED BASED ON THE PHONY PAPERTRAIL SIGNED TRUE BY PHONY AFFIDAVITS OF PASHLEY AND NORLANDER AND BY THE COP SIGNING THE PHONY COMPLAINT THERE AFTER FOR THE GANG. SHE IS NAMED FOR FOREORDAINING THE OUT COME OF THE PETITIONS FOR INJUNCTION AND RESTRAINING ORDERS ON JANET AND GUST LAMMERS AND ASSOCIATES IN FACT, SHE WAS REQUESTED TO DO SO BY ATTORNEY DWIGHT DARROW DURING A EXPARTE HEARING AFTER SHE APPOINTED AN ATTORNEY TO FIX THE PROCEEDINGS AND WHEREIN SHE FAKED STORYS IN RECORD ASKED FOR BY DARROW AND SHEBOYGAN COUNTY AND STATE WHO LOCKED KURTZ UP TO DO THE EXPARTE HEARING CORRUPTLY. SHE IS NAME FOR CHARGING KURTZ FOR THE FAKE ORDERS SHE MANUFACTURED WITH HE FELON ASSOCIATES IN FACT AND REFUSED TO REMOVE SAME FROM THE RECORD AS A DEBT KURTZ OWED.

ANGELA SUTKIEWICZ IS NAMED AS SHEBOYGAN COUNTY BR.3 JUDGE BY STATUS NOT FUNCTION. SHE IS NAMED FOR NOT HAVING ANY JURISDICTION FOR ANY OF HER ACTIVITIES TOWARD JAMES D. KURTZ. SHE IS NAMED FOR HIRING AN INCOMPETENT ATTORNEY TO RUN MY CASE AND FOR DENYING ME BAIL TO RUN MY OWN OR GET A REAL LAWYER AND SHE DID THIS WHILE SHE APPROVED THREATS TO STOP ME FROM SUING HER IN FEDERAL AND STATE COURTS. SHE IS NAMED FOR SIGNING A FAKE ORDER WITHOUT ANY DUE PROCESS TO MAKE ME GO TO MADISON AND TO HOLD ME THERE CRIMINALLY AND UNCONSTITUTIONALLY. SHE IS NAMED FOR COVERUP FOR ALL ACTORS HEREIN RELATED AND FOR REFUSING TO DISMISS THE COMPLAINT UNDER THE WARRANT CLAUSE OR GIVE A LEGITIMATE HEARING SHE IS NAMED FOR FINDING PROBABLE CAUSE EXISTED BASED ON KURTZ ENFORCING THE RIGHT TO GIVE LEGAL NOTICES TO THE BANKS REGARDING STATE AND COUNTY PARTICIPATION IN MONEY LAUNDERING FROM THE TAKINGS OF 2009 PROPERTIES OF KURTZ'. THE NOTICES REQUIRED THE BANKS TO NOTIFY THE U.S. TREASURY WHICH HAD TO START A MONEY LAUNDERING INVESTIGATION MANDATORY MINISTERIALLY. SHE IS NAMED FOR ISSUING FAKE DEBT FOR THE LAWYER SHE HIRED

AND KURTZ FIRED AND REFUSED TO REMOVE THE FAKE DEBT FOR THE INCOMPETENT AND PAID FOR LAWYER SHE CONTROLED OVER KURTZ OBJECTIONS. SHE IS NAMED FOR FIXING AND DELAYING A JOHN DOE IN COVERUP WITH DA/SHERIFF/JANET LAMMERS GUST LAMMERS COUNTY AND STATE. ETAL

JUDGE JAMES BOLGERT IS NAMED AS A JUDGE BY STATUS BY STATUS NOT FUNCTION BASED ON HIS PRIOR CRIMINAL UNCONSTITUTIONAL COVERUP ACTIVITES OF THE SHERIFFS FAKING PAPERS FOR THEM AND DAS OFFICE AND ADA HAASCH ETAL 89CF150 AND OTHER CASES HEREIN RELATED AND CLAIMED TRUE FACTS BY NORLANDER AND PASHLEY ETAL. BOGERTS ILLEGAL AND CRIMINAL ACITIVITES PRIOR THE THE CASE PRECLUDED HIS SITING ON SAME AND HIS PRIOR CRIMINAL ACTIVITIES WITH THE STATE AND THE COUNTY AND OTHERS SET THE STAGE FOR THE CRIMINAL UNCONSTITUTIONAL OPERATIONS SET FORTH HEREIN AND SPECIFICALLY HE FIXED THE OUTCOME OF A CASE THE COUNTY BROUGHT AGAINST KURTZ FOR GUSST AND JANET LAMMERS AND COUNTY AND STATE WHEREIN HE REFUSED TO ALLOW KURTZ TO MAKE A RECORD OF JAMES KURTZ OWNERSHIP OF THE PROPERTY SUBJECT TO THE FALSE CLAIMES AS A MATTER OF RECORD THIS WAS CRIMINAL RECORD FIXING ON HIS PART THEN AND TO ENABLE THE 2013 CHARGES AND THE COVERUP AND SCAMS PRIOR AND HE ALSO CONCEALED HIS AND ALL JUDGES LACK OF JURISDICTION HEREIN RELATED AND PRIOR HIS OWN.

JOEL URMANSKI IS NAMED AS DISTRICT ATTORNEY OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION, HE TOOK OVER THE OFFICE FROM HIS PREDECESSOR WHO WAS DIRECTLY INVOLVED IN MANUFACTURING THE RECORDS AND ACTIONS USED TO KIDNAPP BY COLOR OF OFFICE AND CARRY ON OTHER CRIMINAL OPERATIONS AND COVERUP. ITS ALLGED HE I BELIEVE WAS INVOLVED TO SOME EXTENT WITH THE COVERUP BY THE DAS OFFICE AS ASSISTANT DA ALSO HE HAS TO ASSISTANTS THAT WERE INVOLVED IN FIXING THIS CASE AND PAPERS UNDERLYING THE PHONY CHARGES HAASCH IS ONE AND FEMALE PROSECUTING CASE FOR DA ANOTHER SCAMMER
HE DID NOT CHARGE ANY OF THE CRIMINALS HEREIN AFTER NOTICE AND REFUSED TO TALK TO KURTZ VICTIM OF CRIMES ON GOING BY SHERIFFS AND STATE AND COUNTY AGENTS ETAL AND JANET LAMMERS AND GUST LAMMERS. (HE CAN CHARGE OR NOT CHARGE BUT NOT ALLOW ONGING CRIMES BY NOT CHARGING AFTER NOTICE AS HE LIKE NOW BECOMES PARTY TO THE WRONGS AS CONTINUE. THE MONEY CONTINUES TO BE STOLEN JANET LAMMERS WAS ENABLED TO STEAL AND THE PROPERTY THAT THE RECORD REFLECTS IS KURTZ WHILE HE IS THREATENED BY SHERIFF WITH ARREST IF KURTZ ENFORCES PROPERTY RIGHTS

JAMES HAASCH IS NAMED AS ASSISTANT D.A. SHEBOYGAN COUNTY BY STATUS NOT FUNCTION AND CRIMINAL UNCONSTITUTIONAL ACTOR WITH ALL INVOLVED HEREIN AND PRIOR DUE TO HIS CRIMINAL MANUFACTURE AND MAINTAINING PERJURYS AND FAKE RECORDS IN 89CF150 SHEBOYGAN WITH OTHERS AND DAVID ADAMS JAMES OLSON FIREMARSHAL PAID FOR PERJURY BY DAS AND DOJ WIS. HEREIN HE WAS INVOLVED WITH ADAMS ETAL IN THE TAKINGS OF PROPERTY IN 2009 CRIMINALLY WITHOUT A WARRANT AND OR COURT ORDER. AND PROTECTION OF THE CRIMINALS INVOLVED AS DAS OFFICE AS CONTINUES NOW AND IN 2013 AND MORE. HE IS ALSO CLAIMED TO HAVE AGREED AND CONSPIRED WITH BOLGERT TO FAKE A RECORD IN STATE VS KURTZ WHEREIN HE AND JUDGE BY STATUS FAKED UP RECORD AND OWNERSHIP OF N7445 RACETRACK ROAD AND OTHERWISE. HAASCH APPEARS TO BE AN ADA INVOLVED WITH OTHERS IN THE MANUFACTURE OF THE WARRANTS AND COMPLAINTS WITH SHERIFFS ETAL AND GUST AND JANET LAMMERS.

JOE DECECCO IS NAMED AS THE D.A. OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION FROM 2002 THROUGH 2016 WHEN URMANSKI TOOK OVER. HE IS A MAJOR WRONG DOER HEREIN BY AUTHORIZING

AND ASSISTING AND BEING PARTY TO CRIMINAL OPERATIONS HEREIN. HE HAS MAINTAINED THE FELONY KIDNAPPING 89CF150 FOR SHEBOYGAN COUNTY AND THE STATE AND STATEFARM INSURANCE COMPANY AND OTHERS SETTING THE STAGE HEREIN FOR THE CRIMINAL UNCONSTITUTIONAL OPERATIONS BEING PARTY TO THE MANUFACTURE OF THE DOCUMENTS AND RECORDS USED BY HIM AND HIS SUBORDINATES AND ASSOCIATES IN FACT HE AND HAASCH ETAL USED TO MANUFACTURE THE WARRANTS HEREIN AND THE CRIMINAL COMPLAINT. HE RULED THE ARREST AND CHARGES FOR THREATS AGAINST COPS WAS NOT CHARGABLE AS WHAT WAS SAID WAS LEGAL AS CITED ABOVE. HE HAS NO IMMUNITY AS OTHERS AS THEY WERE INVOLVED PRIOR TO THE CHARGING IN THE RECORD FIXING AND OBSTRUCTING OF JUSTICE USED IN THE COMPLAINT AND THE COMPLAINT ON ITS FACE IS BOGAS WHEN LOOKING AT THE TOTALITY OF CIRCUMSTANCES AND FACT OMITED
HE AND THE JUDGE BY STATUS AND SHERIFFS DID STOP A JOHN DOE PETITION TO SUKAVITCH WHO APROVED THE FIX AND THEN HE AND HER IN ABOUT 2016 FIXED THE SAME ON THE RECORD IN COVERUP SCAM. HE DID FELONIOUSLY ACT WITH THE SHERIFFS AND DID CONCEAL THE POSTIT EVIDENCE (EXCULPATORY/MATERIAL) FROM DISCOVERY KURTZ GOT FROM BUESING IN 2018 WITH HAASCH AND OTHERS AND HE CONSPIRED WITH DOC AGENTS HE PROTECTED CRIMINALLY TO HOLD KURTZ IN JAIL FOR 9 MONTHS UNTIL DISMISSED CASE BY BOLGERT ON NO ALFORD PLEA WHICH KURTZ MADE AFTER THREATS AND CARRYING OUT THREATS FOR ENFORCING RIGHTS WITH DIRTY OFFICIALS WHO ON POST IT SAID THEY HAD TO GET KURTZ TO STOP THE EXPOSURE OF COUNTY BOARD MEMBERS AND OTHERS.

TODD PRIEBE IS NAMED AS SHERIFF OF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION, HELMKE WAS SHERIFF WHEN THE TAKINGS TOOK PLACE AT RACETRACK ROAD, PRIEBE WON AN ELECTION AND THEN HELMKE WAS HIS EMPLOYEE AT SHERIFFS DEPT. AT WHICH TIME PRIEBE BECAME CRIMINALLY AND UNCONSTITUTIONALLY ACTIVE IN SAID CRIMINAL OPERATIONS WAS DAY HE TOOK OFFICE AND DID NOTHING AFTER LEGAL NOTICE BEFORE HE TOOK OFFICE. HE IS NAMED FOR CARRYING ON MANUFACTURE OF RECORDS AND DOCUMENTS HEREIN JOINTLY AND IN CONCERT WITH EMPLOYEES AT ALL TIMES HERETO AND WITH OTHERS RELATED AND HE AS OTHERS IS NAMED FOR STEALING MONEY FROM KURTZ THEN AND INTO FUTURE. FURTHER IT APPEARS HE HAD CRIMININAL INFLUENCE PEDALED FOR HIM SO HE COULD OBTAIN AND MAINTAIN OFFICE AND FIX ELECTIONS AFTER BEING A FELON AND CRIMINAL ACTOR PROTECTED BY D.A. AND OTHER SHERIFFS ETAL PRIEBE APPEARS TO BE INVOLVED IN THE MAKING OF THE POST IT, TO BUESING AS IS THE COUNTY ADMINISTRATOR WITH OTHERS AND D.A.(THE SMOKING GUN) PRIEBE DIRECTED WITH ADAMS THE KIDNAPPING BY COLOR OF OFFICE.

MIKE HELMKE IS NAMED AS THE COUNTY SHERIFF SHEBOYGAN COUNTY BY STATUS NOT FUNCTION AND HE IS THE FELON DIRECTING WITH ADAMS SHERIFFS TO COMIT FELONYS ON KURTZ WITH OTHERS AND FOR JANET C. LAMMERS AND GUST C. LAMMERS ETAL WITHOUT A WARRANT AND OR COURT ORDER IN 2009 TAKINGS AT RACETRACK ROAD. THIS INTURN LEADS TO THE KIDNAPPING BY COLOR OF OFFICE BY HIS BOSS PRIEBE AND HIM IN 2013 WITH OTHERS AND THE RECORD FIXING AND MANUFACTURING USED TO MANUFACTURE WARRANT IN 2013 AND ALL TAKINGS FROM MONEY MADE BY THE PROPERTY AT RACETRACK ROAD OF KURTZ' THEN AIDED BY CORY THE NEW SHERIFF NOW WHO PRIEBE AND HELMKE HELPED FIX THE ELECTION AS WALKER TO ELECT A FELON ACTOR AS SHERIFF.

CORY ROESELER IS NAMED AS COUNTY SHERIFF BY STATUS NOT FUNCTION OF SHEBOYGAN COUNTY SINCE 2018 APPOINTMENT BY WALKER WHILE KNOWING ROESELER WAS A CRIMINAL ACTOR FIXING RECORDS AND PROCESS IN AND RELATED TO THE 2013 KIDNAPPING BY COLOR OF OFFICE OF KURTZ FOR

ENFORCING RIGHTS AND OR ATTMPTS REGARDING HIS PROPERTIES AT RACETRACK ROAD. HE IS NAMED AS SUPERVISOR FIXING FALSE PROCESS AND RECORDS FOR PRIEBE AND ADAMS ETAL AND OBTAINING INKIND CONTRIBUTIONS FROM WALKER AND THE DA ETAL WHO CONCEALED HIS CRIMINAL ACTIVITIES WITH THEM AND FOR PREIBE ETAL AND JANET LAMMERS AND GUST LAMMERS AFTER SHERIFF THREATS. HE IS NAMED AT ALL TIMES FOR CONSPIRACY TO CONCEAL AND COVERUP FACTS WITH ALL REGARDING KURTZ AND HE IS NAMED FOR TERRORIST ACTIVITIES WITH PAST SHERIFF AND ALL OTHERS RELATED AND THE MANUFACTURE OF WARRANTS AND ALL RECORD FIXING JOINT AND IN CONCERT.

SGT. WEILGOSH SHB. CNTY COP FALSE SWEARING THE COMPLAINT IN 2013 WITH IN AND FOR HIS ASSOCIATES IN FACT (A WARRANT) AND GUST AND JANET LAMMERS, D.A.S ETAL

ADAM N. PAYNE AS SHEBOYGAN COUNTY ADMINISTRATOR DIRECTING FELONY CRIMINAL AND UNCONSTITUTIONAL OPERATIONS HEREIN AND APPROVING CONDONING AND AUTHORIZING ALL WRONGS IN THE NAME OF THE COUNTY AND IN COVERUP. HE IS NAMED AS ONE OF THOSE IN MAKING OF THE POST IT DIRECTING BUESING ETAL TO GET KURTZ FOR TALKING AND GOING AFTER LEGALLY EPPING ETAL. HE ALSO WITH COUNTY BOARD PARTICIPATED IN CRIMINAL UNCONSTITUTIONAL OPERATIONS AT ALL TIMES WITH COUNTY AFTER NOTICE.

SHEBOYGAN COUNTY A MUNICIPALITY IS NAMED FOR POLICY CUSTOM PRACTICE AND PATTERN OF WRONGS HEREIN JOINTLY AND INCONCERT WITH THE CITY OF PLYMOUTH AND TOWN OF RHINE ,STATE OF WISCONSIN AND AGENTS AND THROUGH THE SAME CORPORATION COUNSEL FIRM CONSPIRED AND OR AGREED TO DO WRONGS JOINTLY AND IN CONCERT.

CITY OF PLYMOUTH A MUNICIPALITY IS NAMED FOR POLICY PATTERN CUSTOM AND PRACTICE OF WRONG DOING HEREIN JOINTLY WITH ALL OTHERS AND THEIR AGENTS AND ASSOCIATES IN FACT. THE CITY IS NAMED FOR MANUFACTURING POLICE RECORDS, AND BEING INVOLVED IN THE SEARCHES AND SIEZURES THAT THEY PARTICIPATED IN THE MANUFACTURE OF THE WARRANTS FOR THE COUNTY AND THE STATE. THEY ARE ALSO NAMED FOR REFUSING TO INVESTIAGE AND MAKE ANY RECORDS OF THE CRIMINAL WRONG DOING OF JANET AND GUST LAMMERS AND ART LAMMERS AND CRIMINALLY ACTIVE SHERIFFS AND DEPUTIES AND DETECTIVES COMITTING CRIMES WITHIN THE CITY LIMITS CLAIMING ITS POLICY OF THE CITY AND POLICE TO CONCEAL AND COVERUP FACTS AND CRIMES FOR DIRTY SHERIFFS AND DEPUTIES AND DETECTIVES. THE CITY IS ALSO INVOLVED WITH CRIMES BY THE TREASURER AND TRYING TO MAKE KURTZ PAY TAXES AFTER CITY AND COUNTY AND STATE STOLD MONEY FROM KURTZ PROPERTIES IN EXCESS OF THE TAXES CLAIMED DUE. THE CITY IS ALSO NAMED FOR DOING A WARRANTLESS SEARCH AT 502 REED ST. EXCEEDING THE SCOPE OF THE WARRANTS AT 502 REED ST.

DON POHLMAN THE MAYOR OF PLYMOUTH IS NAMED FOR APROVING SANCTIONING RATIFYING THE WRONG DOING BY THE CITY ADMINISTRATOR AND CHIEF OF POLICE ETAL AFTER NOTICE TO HIM AND CITY HE IS NAMED AS CLAIMED IN NAMING OF CITY

JEFF G. TAUSCHECK IS NAMED AS CHIEF OF POLICE CITY OF PLYMOUTH BY STATUS NOT FUNCTION. HE IS NAMED FOR RUNNING CRIMINAL COVERUP FOR THE JANET AND GUST AND ART LAMMERS, DOC AGENTS AND ASSOCIATES IN FACT AND ALSO FOR HELMKE, PREIBE, ROESELER AND THE D.A.S OFFICE AND BEING DIRECTED TO COMIT CRIMES BY CORP. COUNSEL FOR COUNTY WHO THEY ALSO COUNSELED CRIMINALLY AND UNCONSTITUTIONALLY. HE IS NAMED FOR AUTHORIZING THEFT OF MAILS IN CITY OF PLYMOUTH BY JANET LAMMERS ETAL AND FORGERY AGAINST JAMES KURTZ, HE IS NAMED FOR FIXING

EACH CITY REPORT OR AUTHORZING SAME AS QUOTED BY PASHELY AND OR NORLANDER FIXING AFFIDAVITS AND WARRANTS ECT. HE IS NAMED FOR PARTICIPATING IN SEARCH AN SIEZURE WARRANTS HE HELPED TO MANUFACTURE WITH PERSICK ETAL HE IS NAMED FOR COVERUP OF DOC AGENT RECORD FIXING AND SIEZURE OF KURTZ WITHIN THE CITY OF PLYMOUTH IN FURTHERANCE OF THIS SCHEME BEFORE AND AFTER THE TAKINGS AND THE 2013 KIDNAPPING. HE IS ALSO NAMED FOR MANUFACTURE OF TICKET ON KURTZ TRUCK AND STEALING MONEY FROM KURTZ, FROM TICKET AFTER PARTICIPATIONS IN THE KIDNAPPING OF KURTZ CAUSING TRUCK TO BE ON ROAD. HE IS NAMED FOR DIRECTING A COVERUP OF THEFTS BY JANET LAMMERS AND LAMMERS LITTLE LAMBS AND GUST AND ART LAMMERS WITH SHERIFFS AND STATE AGENTS REGARDING APPARENT MONEY LAUNDERING IN BANKS IN PLYMOUTH AND SHEBOYGAN FROM STOLEN MONEYS FROM KURTZ' HOUSE AND FARM AT LEAST 25000 A YEAR ACTUAL AND KURTZ LOST MORE THAN THAT TOO.

BRIAN YERGES-IS NAMED AS CITY OF PLYMOUTH ADMINISTRATOR HEREIN WHO WAS ALSO GIVEN LEGAL NOTICE BY JAMES KURTZ SEVERAL TIMES OVER THE YEARS OF COVERUP BY CITY AND POLICE WITH IN AND FOR THE COUNTY AND STATE. HE APPROVED SAID WRONGS AT ALL TIMES HERETO AND HE HAD A SEVERAL HOUR EXPLANATION FROM KURTZ VERBALLY AS WELL, WHILE HE SHOWED A CITY BUILDING TO KURTZ FOR SALE.

ERIC PASHLEY- IS NAMED AS TEAM LEADER IN THE SEARCH AND SIEZURE WARRANTS AND IN THE WARRANT RETURNS AND HE WAS ISSUED WARRANTS BY PERSICK. HE IS NAMED FOR FABRICATING AN AFFIDAVIT BOLSTERING THE SCAM AND NORLANDERS FALSIFIED AFFIDAVIT. PASHLEY SIGNED 4-30-2013 THE FALSIFIED AFFIDAVIT CONSISTING OF 26 PAGES FILED BY THE CLERK OF COURTS ON MAY 1, 2013. HE MADE NO PERSONAL KNOWLEDGE FACT STATEMENTS CLAIMS MADE ON HIS EXPERIENCE AND NORLANDERS AFFIDAV IT WHICH THEY BOTH CONSPIRED AND OR AGREED WITH OTHERS TO FABRICATE AS CITED IN 12 C 202 ONE CAN EASILY SEE THE PURPOSE OF THIS SCAM INVESTIGATION AND PHONY CHARGES BY DEFENDANTS

CORY NORLANDER- IS NAMED UNDER THE ORDERS OF THE SHERIFF PRIEBE AND HIS SUPERIORS FOR CARRYING OUT THE THREATS TO KIDNAPP BY COLOR OF OFFICE BY HIS ASSOCIATES IN FACT BY FABRICATING HIS INVESTIGATION REPORTS AND USING THE UNDERLYING FABRICATED REPORTS AND DOCUMENTS HIS CRIMINAL UNCONSTITUTIONAL ACTING ASSOCIATES MADE OVER THE YEARS RESULTING FROM CRIMINAL OBSTRUCTION OF JUSTICE BY THE MUNICIPALITIES AND STATE ETAL

HE IS NAMED FOR IGNORING FACTS DELIBERATELY TO FAKE THE CHARGES AS ALL OTHERS JOINTLY IN CONCERT. HE IS NAMED FOR CARRRYING ON THE THREATS OF DAVIT ADAMS HIS SUPERIOR REPORTED TO THE FBI LONG AGO IN 1987 AND MORE. HE IGNORED JAMES KURTZ UNDENIABLY OWNED AND OWNS THE FARM PROPERTY N7445 RACETRACK ROAD AND PERSONAL PROPERTY ON IT. HE IGNORED THE SHERIFFS INVOLVEMENT IN FALSE ARRESTS WITH THE CITY AND CRIMINAL HOLDING WITH THE DOC AGENTS IN THE CITY OF SHEBOYGAN AND CITY OF PLYMOUTH, DOC AGENTS BEING QUASSI COPS, HE DID SO TO CONCEAL THE UNDERLYING CRIMINAL BEHAVIOR BY THE DIRTY COPS DAS JUDGES ATTORNEYS, WIS. DOJ AGENTS AND OTHERS. HE IGNORED HIS OWN TAPE RECORDS OF JANET LAMMERS ADMITING JAMES KURTZ DID NOT DEFAULT ON THE LAND CONTRACT AND THUS OWNED SAID PROPERTY WHEN SHERIFFS TOOK SAME CLAIMING THEY DID SO BECAUSE OF THE DEFAULT ON THE LAND CONTRACT AND ORDERED KURTZ OFF HIS FARM AND TOOK ALL PROPERTY ON IT AND AUTHORIZED CRIMINAL THEFT THEN OF PERSONAL PROPERTY AS WELL AND THE EVIDENCE BEING LOOKED FOR IN THE WARRANTS HAS AND HAD NO EVIDENTIARY VALUE IN THE CRIME OF STALKING AS CRIMINALS CAN NOT BE STALKED BY VICTIMS OF CRIME ONCE THEY TAKE CRIMINAL POSSESSION OF PROPERTY OF VICTIM, VICTIM HAS PROPERTY RIGHT TO USE AND VIEW THEIR PROPERTY ANYTIME AND ANYWHERE IT MIGHT BE, NORLANDER OMITS THE UNDERLYING CRIMINAL TAKINGS AND CONSPIRACY TO CONCEAL AND COVERUP FACTS TO ATTEMPT TO MANUFACTURE SUCH CHARGE AND DOES SO VERY BADLY BECAUSE ON ITS FACE IT IS CONSTITUTIONALLY PROHIBITED

LANCE DASSLER IS NAMED FOR ASSISTING EXECUTION OF THE PHONY SEARCH WARRANTS FOR COUNTY'S CRIMINAL INVESTIGATION DIVISION HEADED BY DAVID ADAMS 4-30-13 AND LATER BY THE PRESENT SHERIFF CORY ROESELER WRONGFULLY INTENDING TO FURTHER THE THREATS AND KIDNAPPING SCAMS AND THEFT OPERATIONS. HE IS THE ONE WHO BREACHED THE DOORS ON THE PHONY MANUFACTURED WARRANTS. HE AND OTHERS WENT TO THE PLYMOUTH FIRE DEPARTMENT WHEREIN USING IT FOR A STAGING AREA WITH TAUSCHECK CITY CHIEF OF POLICE AND OTHERS. AFTER WAITING FOR NORLANDER TO MAKE THE FALSE ARREST ON THE FALSIFIED WARRANT ASKED FOR BY THE SHERIFF AND DEPUTIES FROM SUNDSMO THE ENTERED AND SEARCHED UNDER THE PHONY WARRANTS SIEZING KURTZ, DIANE MUELLERS AND TOM MUCHAS PERSONAL PROPERTY

JUSTIN DANIELS A CITY OF PLYMOUTH POLICE OFFICER DID ENTER THE PREMISES OF THE SEARCHES CRIMINALLY WITH OTHERS INVOLVED

LT. WILLIAMS IS NAMED FOR BEING INVOLVED IN THE EXECUTION OF THE PHONY WARRANTS WITH OTHER MEMBERS OF THE MEG UNIT

WIMMER/DCI *IS NAMED FOR BEING INVOLVED WITH THE CRIMINAL UNCONSTITUTIONAL SEARCHS AND SIEZURES PERSONALLY WITH OTHERS HERE IN ON SITE AND OTHERWISE*

BASTIL/DCI IS NAMED AS WIMMER IS REGARDING THE FIXING OF WARRANTS AND SIEZURE AND SEARCHES WITHOUT LEGITIMATE WARRANTS

BERGMAN DETECTIVE SHEBOYGAN COUNTY IS ALSO NAMED IN EXECUTION AND OTHER WRONGS REGARDING THE WARRANTS AND EXECUTION OF SAME AND MANUFACTURE OF SAME BY SHERIFFS ETAL.

TODD TRAAS *A SHB. CNTY DEPUTY IS NAMED FOR PARTICIPATION IN THE PHONY WARRANTS AND AND CHARGES AND SEARCH AND SEIZURES AND IS NAMED AS A PRIOR WRONG DOER WITH DEFENDANTS IN* CRIMINAL TAKINGS AT RACETRACK ROAD

JANET AND GUST LAMMERS/LAMMERS LITTLE LAMBS LLC ARE NAMED AS CO CONSPIRATORS AND AGREEING TO DO THESE WRONGS CRIMINALLY WITH DEFENDANTS (AN UNDERSTANDING)AND CLAIMING THE OFFICIALS HAD AGREED TO THE CRIMINAL COVERUP FOR THEM AND DWIGHT DARROW ETAL INTO THE FUTURE AND CONTINUE THE SAME THIS BEING A QUID PRO QUO ALLOWING THEM TO STEAL THE HOUSE AND FARM AND PERSONAL PROPERTY OF KURTZ AND MONEYS SAID PROPERTY GEN

DWIGHT DARROW- AN ATTORNEY OF JANET,GUST, ART,LAMMERS LITTLE LAMBS HEREIN COUNSELING CRIMINAL UNCONSTITUTIONAL CONDUCT AND PEDALING INFLUENCE WITH DAS COPS PERSICK ETAL CONSPIRED WITH PERSICK TO ENTER PHONY ORDERS WITH IN AND FOR LAMMERS JANET ETAL WHICH LEAD TO THE TAKINGS 2009 THAT HE COUNSELED WHITEHEAD TO DO AS A MATTER OF RECORD CRIMINALLY AND UNCONSTITUTIONALLY. PARTICIPATED WITH PERSICK AND A DIRTY LAWYER THEY PAID OFF TO HELP THEM FIX RECORD IN UNDERLYING INJUNCTION AND RESTRAINING ORDER DENIAL BY CRIMINAL MEANS OF ALL INVOLVED AND SHERIFFS AND D.A.S

LANCE DASSLER, LT. WILLIAMS, JUSTIN DANIELS, INSPECTOR BERGMAN, TODD TRASS, BASIL AND WIMMER FROM D.C.I. ARE ALL NAMED FOR THERE PARTS WITH OTHERS IN EXECUTING THE FAKE COMPLAINTS BASED ON FAKE RECORDS CLAIMING TO SUPPORT SAME IN WHICH ALL JUDGES BY STATUS CONCEALED AND COVERED UP AFTER NOTICE.

TOWN OF RHINE IS A MUNICIPALITY AND IS NAMED FOR ACTS AND OMMISIONS HEREIN RELATED LEADING TO THE MANUFACTURE OF RECORDS FROM 2009 ON AFTER NOTICE BY POLICY CUSTOM PRACTICE AND PATTERN OF CONDUCT OF APPROVING THE ONGOING FELONY AND CRIMINAL CONDUCT TOWARD KURTZ INTO THE FUTURE LIKE PLYMOUTH AS IF RESTATED HERE JOINTLY WITH COUNTY CITY OF PLYMOUTH AND STATE AS COUNSELED VIA SAME CORPORATION OF ATTORNEYS FIXING SCAMS

RON PLATZ- THE TOWN BOARD CHAIRMAN IS NAMED FOR FOR AFTER NOTICE AS HIS PREDECESSORS AUTHORIZING THE MAINTAINING OF TAKINGS AND FAKE PAPER TRAILS MADE TO ENFORCE SAME NOW USED AS BASIS OF STALKING CHARGE TO SILENCE KURTZ AND SUITS AND SPEECH ETAL JOINTLY IN CONCERT WITH ALL OTHER DEFENDANTS AND AUTHORIZING THEFT OF MONEYS FROM PROPERTIES.

CAUSES OF ACTION

FIRST CAUSE OF ACTION- IS FOR UNLAWFUL/UNCONSTITTUTIONAL SEARCH AND SEIZURE AT 330 SOUTH BRUINS AVE. PLYMOUTH WISCONSIN. 53073 OF DIANE MUELLERS HOME/GARAGE/BUILDINGS/LAND AND PERSONAL PROPERTY AND THAT PERSONAL PROPERTY OF JAMES KURTZ BEING KEPT THERE BY THE DEFENDANTS ON OR ABOUT MAY 3, 2013 WITH A MANUFACTURED WARRANT FURTHERING CRIMINAL THREATS FOR ENFORCING RIGHTS AND OR ATTEMPTS TO. 1ST ,4TH,14TH AMEND.S (AS TO ALL WARRANTS SEARCH/SIEZURES)

SECOND CAUSE OF ACTION- IS FOR UNLAWFUL/UNCONSTITTUTIONAL SEARCH AND SEIZURE AT 502 REED STREET PLYMOUTH, WISCONSIN 53073 OF THOMAS MUCHA'S HOME BUILDINGS AND PROPERTY BY THE DEFENDANTS ON OR ABOUT MAY 3 , 2013, WITH A MANUFACTURED WARRANT FURTHERING CRIMINAL THREATS FOR ENFORCING RIGHTS AND OR ATTEMPTS TO.

THIRD CAUSE OF ACTION- IS FOR UNLAWFUL/UNCONSTITUTIONAL SEARCH AT THOMAS MUCHA'S HOME AND PROPERTY AND HIS AND JAMES KURTZ' PERSONAL PROPERTY BY THE DEFENDANTS ON OR ABOUT MAY 3,2013, WITHOUT A WARRANT AND EXCEEDING THE SCOPE OF THE WARRANT BY DEFENDANTS OBTAINING THE PLYMOUTH BUILDING INSPECTOR PETE AND HAVING HIM DO A SEPARATE SEARCH OF THE HOME BUILDINGS AND PROPERTY FOR BUILDING CODE VIOLATIONS OUTSIDE THE ISSUES IN THE MANUFACTURED WARRANTS.

FOURTH CAUSE OF ACTION- IS AGAINST THE DEFENDANT STATE AGENTS, DEFENDANT SHERIFFS, COUNTY TREASURER FOR RETALIATION KIDNAPPING MADE TO LOOK LIKE AN ARREST (FOR PURPOSE OF ISSUING THE MANUFACTURED WARRANTS)FOR JAMES KURTZ GIVING LEGAL NOTICE TO THE TREASURER LAURA HENNING LORENZ REGARDING THE RIGHT TO KILL FELONS IN UNIFORM OR NOT DURING THE PRIOR ROBBERIES AND THEFTS/TREATS AT GUN POINT WHICH IS ON AUDIO(RULES OF LAWFUL USE OF DEADLY FORCE) FROM THE 2009 TAKINGS OF PROPERTIES WITHOUT WARRANTS OR COURT ORDERS AT N7401/N7445 RACETRACK ROAD PLYMOUTH, WISCONSIN BELONGING TO JAMES KURTZ THAT HE POSSESSED AS WELL.

5TH CAUSE OF ACTION- IS AGAINST THE DEFENDANTS FOR REQUESTING AND OBTAINING CRIMINAL INFLUENCE PEDALING FROM PERSICK AS COURT COMMISSIONER BY STATUS, WHO WAS PREVIOUS TO HER ACTIONS AS COURT COMMISIONER TOWARD JAMES KURTZ; CORPORATION COUNSEL OF SHEBOYGAN COUNTY, PRECLUDING HER NUTRALITY AND DETACHMENT AS A MATTER OF STATUTORY LAW AND CONSTITUTION (ALL CRIMINAL MISCONDUCT) 14TH AMENDMENT.
THIS STARTS FIRST WITH REQUESTING PERSICK FIX THE HEARING, RECORDS, DOCUMENTS AND ORDERS IN A CASE 9CV698, AND, WHEREIN JAMES KURTZ WAS PLAINTIFF/PETITIONER REQUESTING RESTRAINING ORDER AGAINST JANET LAMMERS AND GUST LAMMERS PRIOR TO THE WARRANTLESS SEARCH AND SEIZURES AT N7441/N7445 RACETRACK ROAD AND IN WHICH THESE PONY WARRANTS ARISE FROM, SO SHE COMPOUNDED HER OWN CRIMINAL CONDUCT. FIRST BY NOT RECUSING IN BOTH INSTANCES AND SECOND LAYING THE FRAUDULENT AND/OR FABRICATED GROUND WORK FOR HER PHONY WARRANTS IN 2013 IN THE SEARCHES AND SIEZURES AND THE PHONY ARREST OF KURTZ AND HOLDING. PERSICK IS ALLEGED TO BE PARTY TO THE TAKINGS IN 2009 AS HER ORDERS FOR HARASSMENT INJUNCITION WOULD HAVE PRECLUDED THE CRIMINAL TAKINGS WITH THE DIRTY OFFICIALS AND FRIENDS OF HERS.

6TH CAUSE OF ACTION- IS FOR THE UNLAWFUL AND UNCONSTITUTIONAL SEARCH AND SEIZURE OF JAMES KURTZ AND BUZZ ENERGIES 2012 PRIUS AND ITS CONTENTS IN THE CITY OF SHEBOYGAN, AT OR NEAR THE SHEBOYGAN PROBATION AND PAROLE OFFICE BY THE DEFENDANTS ON OR ABOUT MAY 13TH, 2013.

7TH CAUSE OF ACTION- IS FOR THE DEFENDANTS UNLAWFUL AND UNCONSTITUTIONAL THREATS TO JAMES KURTZ NOT TO SUE AND OR HELP US OTHER PLAINTIFFS SUE OR THEY WOULD IMPRISON HIM AS IN PAST AND LIKE THE INTIMIDATION USED HERE.

8TH CAUSE OF ACTION- IS AGAINST DEFENDANTS FOR DENYING RIGHT TO HONEST SERVICES OF GOVERNMENT OFFICIALS AND RIGHT TO HONEST SERVICES AS IT RELATES HEREIN TO THE PLAINTIFFS WHO INCORPORATE ALL CAUSES OF ACTION RELATED. 14TH AMENDMENT

9TH CAUSE OF ACTION- IS AGAINST THE DEFENDANTS FOR RETALIATION

1. FOR ENFORCING RIGHTS TO SPEAK FREELY AND SPEAK THE TRUTH ABOUT THE DEFENDANTS AND THEIR ASSOCIATES IN FACT REGARDING THEIR CRIMINAL AND UNCONSTITUTIONAL WRONG DOING REGARDING JAMES KURTZ, MYSELF, AND BUZZ ENERGIES INCORPORATED. SUCH SPEECH IS GRANTED BY THE 1ST/14TH AMEND.S
2. ENFORCING THE RIGHT TO SUE AND OR ASSISTED TO SUE
3. ENFORCING THE RIGHT TO ASSOCIATE WITH JAMES KURTZ WHOM THEY HATE ALSO A 1ST AMENDMENT RIGHT, THUS BEING SUBJECT TO FELONYS AND UNCONSTITUTIONAL WRONGS FOR ASSOCIATING WITH JAMES KURTZ THEY WANTED SILENCED

10TH CAUSE OF ACTION – IS FOR THREATENING AND CARRYING OUT A KIDNAPPING BY COLOR OF OFFICE IF HE DARE ENFORCE HIS PROPERTIES RIGHTS AND LEGAL RIGHTS AND DUTIES REGARDING HIS PROPERTIES AT N7401 RACETRACK ROAD AND N7445 RACETRACK ROAD BY THE DEFENDANTS IN EFFORT TO OBSTRUCT JUSTICE AND INTIMIDATE VICTIMS AND WITNESSES OF THEIR CRIMINAL UNCONSTITUTIONAL OPERATIONS OF THE DEFENDANTS.

11TH CAUSE OF ACTION- IS FOR MANUFACTURE OF THE POLICE REPORTS BY THE COUNTY AND SHERIFFS/STATES AGENTS ETAL AND CITY OF PLYMOUTH AND POLICE, FIRST OF ALL, THEN COMPOUNDED BY THERE MANUFACTURE OF THE WARRANT APPLICATIONS AND THE CRIMINAL COMPLAINTS VIOLATING THE WARRANT CLAUSE BY THE DEFENDANTS 4TH 14TH AMEND.

12TH CAUSE OF ACTION- IS FOR REQUESTING AND OBTAINING THE ASSISTANCE OF DOUG SUNDSMO TO INITIATE THE PHONY ARREST FOR ENFORCTING RIGHTS TO SPEECH TO THE TREASURER WHO SAID WE CAN NOT LET U TALK LIKE THAT(TALK THE TRUTH AND THE LAWS APPLICATION TO IT REGARDING 2009 AND OTHERWISE AS RELATED)

13TH CAUSE OF ACTION- IS FOR SOLICITING STATE JUDGE BY STATUS ANGELA SUKAVITCH TO OBSTRUCT JUSTICE/ MANUFACTURE PROBABLE CAUSE WHEN NONE EXISTED TO PROTECT PERSICK AND OTHER FELON UNCONSTITUTIONAL ACTORS. SHE CLAIMING GIVING LEGAL NOTICE TO BANKS OF APPARENT MONEY LAUNDERING INVOLVING MONEYS MADE BY PROPERTY THE STATE AND COUNTY STOLD WITH LAMMERS AND THEIR CORPORATION.(SHE CLAIMED THIS JURISDICTION FOR STALKING CRIME)(CONSTITUTION PRECLUDES AS SHE ETAL KNEW) AND THEREAFTER APPOINTING ANOTHER JUDGE BY STATUS BOLGERT WHO WAS A CRIMINAL UNCONSTITUTIONAL ACTOR PRIOR TO APPOINTMENT. 14TH AMEND

14th CAUSE OF ACTION- IS FOR MAINTAINING THEFTS FROM JAMES D. KURTZ' AND ALISANNY OF MONEYS THE REAL AND PERSONAL PROPERTIES STOLEN MADE AND OR WOULD HAVE MADE EVEN MORE HAD THE COUNTY AND STATE NOT STOLEN SAID PROPERTIES AND HAD CITY OF PLYMOUTH AND TOWN OF RHINE NOT PARTICIPATED CRIMINALLY AND UNCONSTITUTIONALLY IN CONSPIRACY TO CONCEAL AND COVERUP FACTS AND MAKE TRUE RECORDS.

15th CAUSE OF ACTION- IS FOR DISCRIMINITORY ADMINISTRATION AND ENFORCEMENT OF THE LAW BY THE DEFENDANTS AND AS ABOVE ALL JOINTLY AND IN CONCERT AGAINST THE PLAINTIFFS.

16TH CAUSE OF ACTION- IS FOR INTERFERING WITH THE RIGHT OF COUNSEL FROM CHICAGO TO OBTAIN SUIT IN STATE CLAIMS THAT WAS ALREADY BEING PAID IN A FEW DAYS AFTER THE KIDNAPPING, TO START STATE ACTION TO RETURN PROPERTIES SUBJECT OF THE FAKED UP CRIMINAL CHARGES 2013 AND FOR STEALING PAPERS BETWEEN KURTZ AND SAID ATTORNEY FROM CHICAGO THUS ESTOPING TIMELY SUIT IN STATE THROUGH COUNSEL AS WELL AS IN PERSON.

17TH CAUSE OF ACTION- IS FOR THREATS AND IMPRISONMENT BY DEFENDANTS JOINTLY AND IN CONCERT FOR ATTEMPTS TO SUE IN THE STATE AND FEDERAL COURTS TOWARD JAMES KURTZ,AND AS RELATED TO ANY ASSOCIATES OF HIS.

18TH CAUSE OF ACTION- IS FOR THE CITY OF PLYMOUTH, SHEBOYGAN COUNTY AND STATE AGENTS FALSIFYING JAMES AND ALISANNY KURTZ OWE THEM MONEY FOR PROPERTY TAX AT 41 SELMA ST. PLYMOUTH WHILE DEFENDANTS STEAL MORE THAN THE CLAIMED TAX DUE. IN ESSENCE STEALING THE MONEY THEN SAYING KURTZ DID NOT PAY FOR TAXES FROM SAID MONEY BECAUSE THEY STOLD IT AND THUS THEY THREATEN SEIZURE OF THE PROPERTY AS A RESULT OF SUCH CRIMINAL UNCONSTITUTIONAL OPERATIONS.

19th CAUSE OF ACTION- IS AGAINST THE CITY OF PLYMOUTH COUNTY AND STATE AND AGENTS FOR STEALING MONEY HEREIN OF KURTZ AND TELLING JAMES AND ALISANNY THEY MUST PAY FOR THE CITY FOR BUILDING PERMIT OF 200 DOLLARS IN ADDITION TO THE STOLEN MONEY IN EXCESS OF THAT AFTER APPROVING THE PERMIT OTHERWISE

20TH CAUSE OF ACTION- IS AGAINST THE DEFENDANTS REGARDING THE ONGOING STEALING OF MONEY MADE BY THE PROPERTIES AT N7401 AND N7445 RACETACK ROAD PLYMOUTH WIS. 53073 AND CONSPIRACY TO CONCEAL AND COVER IT UP OBSTRUCTING THE MARRIAGE AND WEDDING, CEREMONY AND HONEY MOON OF JAMES KURTZ AND ALISANNY MONTERO KURTZ NOT LESS THAN $25,000 A YEAR

RELIEF REQUESTED BY EACH PLAINTIFF

A. COMPENSATORY DAMAGES IN AN AMOUNT TO BE DETERMINED OF NOT LESS THAN 500,000,000.00 DOLLARS AGAINST EACH ACTOR JOINTLY AND IN CONCERT, FOR THE KIDNAPPING BY COLOR OF OFFICE AND THREATS AND TAKINGS ON GOING OF MONEY AND PROPERTY, IN ADDITION TO THE ORIGINAL SUIT FILED REGARDING THE TAKINGS TO ADELMAN WHO DISMISSED WITHOUT PREJUDICE, WHICH IS HEREBY INCORPORATED FOR REFERENCE.
B. COMPENSATORY DAMAGES IN AN AMOUNT TO BE DETERMINED OF NOT LESS THAN 100,000,000 AS AGAINST EACH WRONG DOER AS TO WRONGS TO DIANE K. MUELLER
C. PUNITIVE AND EXEMPLARY DAMAGES OF 10 X 'S COMPENSATORY.
D. PRELIMINARY AND PERMANENT INJUNCTION AND RESTRAINING ORDERS CONSISTANT WITH THE COMPLAINT.
E. REQUEST THE COURT HEAR PENDANT STATE CLAIMS
F. ATTORNEY FEES, COSTS, DISBURSEMENT, INTEREST, AND OTHER RELIEF THE CCOURT DEEMS EQUITABLE.
G. TRIAL BY JURY

THE FOREMENTIONED IS HEREBY SWORN TRUE AND CORRECT ON MY OWN PERSONAL KNOWLEDGE AND THE RECORDS KNOWN TO ME UNDER PENALTY OF PERJURY.

DATED APRIL 22ND 2019

James DeLyle Kurtz

JAMES DELYLE KURTZ U.S. NAVY RETIRED

Alisanny M.

ALISANNY MONTERO KURTZ,

Diane K. Mueller

DIANE K. MUELLER

VI

5.29

R. C. No. 333 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 175-18-19 by City Attorney submitting, for information, the Notice of Appeal filed by the Plaintiff/Appellant, Town of Wilson, in the matter of *Town of Wilson vs. City of Sheboygan*, Sheboygan County Circuit Court Case No. 17CV490, along with a copy of the Order for Dismissal and Judgement dated November 6, 2018; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 175- 18 - 19. By CITY ATTORNEY. November 19, 2018.

Submitting, for information, the Notice of Appeal filed by the Plaintiff/Appellant, Town of Wilson, in the matter of *Town of Wilson vs. City of Sheboygan*, Sheboygan County Circuit Court Case No. 17CV490, along with a copy of the Order for Dismissal and Judgment dated November 6, 2018.

Finance + Personnel.
4-8-19 ref to Finance + Personnel of new council

City Attorney

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY	For Official Use
Town of Wilson, (party designation) Plaintiff -vs- City of Sheboygan, (party designation) Defendant.	**Notice of Appeal** Case No. 17-CV-490

Notice is hereby given that (name of party filing appeal) Town of Wilson appeals to the Court of Appeals, District II, from [choose one] ☒ the whole ☐ a part of the final judgment or order, entered on (date) November 6, 2018 in the circuit court for Sheboygan County, the Honorable (name of Judge) Daniel J. Borowski, presiding, in favor of (name of party opposing appeal) City of Sheboygan, and against (name of party filing appeal) Town of Wilson, wherein the court (describe judgment or order) entered an order upholding the City of Sheboygan's annexation of Town of Wilson land sought by Kohler Co. to develop a golf course.

NOTE: If this is an appeal under §809.30 or §809.32, also include the following (*see* §809.10(1)):

- If a postconviction motion was not filed, state the date of service of the last transcript or service of a copy of the circuit court case record.

  If a postconviction motion was filed, state the date of the order deciding the postconviction motion(s).
- If the Court of Appeals established any other filing deadline, state it.

If counsel is appointed under ch. 977, a copy of the order appointing counsel should be attached to the notice of appeal.

This [choose one] ☐ is ☒ is not an appeal within Wisconsin Statutes §752.31(2).

This [choose one] ☐ is ☒ is not an appeal to be given preference in the circuit court or court of appeals pursuant to statute.

Date: November 8, 2018

Signature of Filing Attorney or Party	Telephone Number
	262-513-3315
Name Printed or Typed Michael D. Huitink	State Bar Number (if applicable) 1034742
Address 675 N. Barker Road Suite 300 Brookfield, WI 53045	

This completed form must be *filed* with the clerk of the circuit court in which the judgment or order appealed from was entered. In addition, copies of this completed form must be served upon the following:

1. the Clerk of the Court of Appeals;
2. opposing counsel; and
3. any other party.

FILED
11-06-2018
Sheboygan County
Clerk of Circuit Court
2017CV000490

BY THE COURT:

DATE SIGNED: November 6, 2018

Electronically signed by Daniel J. Borowski
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF WILSON,
Plaintiff,
vs.
CITY OF SHEBOYGAN,
Defendant.

Case No. 17 CV 490

ORDER FOR DISMISSAL AND JUDGMENT

On November 6, 2018, the Court issued a Decision and Order dismissing with prejudice the Town of Wilson's action to have the City's Ordinance annexing certain properties within the Town of Wilson declared invalid.. Based on the Court's decision, which is incorporated by reference as if fully set forth herein, the Court hereby orders that the Town of Wilson's complaint and any and all claims and causes of action therein are dismissed on the merits and with prejudice and that the Clerk of Courts enter a final judgment dismissing the Town of Wilson's case.

THIS IS A FINAL ORDER AND JUDGMENT FOR PURPOSES OF APPEAL UNDER WIS. STAT. § 808.03(1).

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STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN.

Defendant.

DECISION AND ORDER ON ANNEXATION

I. INTRODUCTION

This matter is before the Court for decision on the validity of City of Sheboygan ("City") Ordinance No. 6-17-18 ("Ordinance") which annexed certain portions of the Town of Wilson (hereinafter "Town" or "Town of Wilson"). The Ordinance was enacted by the City in response to a non-unanimous petition for annexation (hereinafter "Petition") filed by Kohler Company (hereinafter "Kohler") pursuant to the provisions of Wis. Stat. § 66.0217(3). The Petition requested the City to annex, among other properties, 247 acres of land in the Town of Wilson which Kohler seeks to develop into a world championship golf course (hereinafter "Kohler Land" or "Land").

The Town filed an action against the City seeking to have the court declare the Ordinance invalid and to enjoin the annexation. As grounds for its action, the Town alleged that the

annexation: is improper under Wisconsin law; violates the "rule of reason"; did not strictly comply with the conditions precedent for annexation under Wis. Stat. § 66.0217; is non-contiguous in violation of Wisconsin law; constitutes an impermissible "balloon on a string" configuration; and is otherwise arbitrary, capricious and an abuse of discretion.

Under Wisconsin law, annexation ordinances must strictly comply with the procedural requirements of the annexation statute in order to be valid. A validly enacted ordinance enjoys a presumption of validity and will not be overturned unless the party challenging the ordinance demonstrates that the ordinance violates the judicially created "rule of reason." Under the "rule of reason," exclusions and irregularities in boundary lines of the annexed property must not be the result of arbitrariness; some reasonable present or demonstrable future need for the annexed property must be shown; and no other factors must be present which constitute an abuse of discretion on the part of the annexing municipality. The land which is the subject of an annexation must also be "contiguous" to the annexing municipality.

The matter was ultimately tried before the Court. The Court has reviewed the testimony of the parties and witnesses at trial as well as the exhibits entered into evidence. Based on the Court's review of the evidence, the Court upholds the City's Ordinance. The Court finds that the Ordinance complied with all statutory requirements under Wis. Stat. § 66.0217. The Court further finds that the lands involved in the annexation are "contiguous" to the City and that the Town has not otherwise shown that the Ordinance violates the rule of reason. The Court dismisses the Town's declaratory judgment action and all claims and causes of action therein with prejudice.

II. PROCEDURAL BACKGROUND

The Court denied the Town's request to enjoin the annexation. The Court found that the Town did not demonstrate a reasonable degree of probability of success on the merits that the Ordinance violated the rule of reason or was otherwise invalid.[1]

The parties subsequently filed cross-motions for summary judgment relative to the validity of the Ordinance under Chapter 66 and the rule of reason. The Court denied summary judgment on the grounds that there were disputed issues of material fact regarding the City's and/or Kohler's need for the annexed properties; whether the configuration of the annexed lands rendered the annexation invalid; and whether Kohler's petition strictly complied with the annexation statutes.[2]

With the permission of the Court, the City filed a supplemental motion for summary judgment on the issue of whether Kohler's petition strictly complied with the annexation statutes. Based upon the pleadings and affidavits filed by the parties, the Court granted the City's partial motion for summary judgment.[3]

A court trial was held on May 9, 2018 and May 10, 2018 on the Town's claims that the Ordinance violated the "rule of reason" and that the annexed properties were not contiguous to the City. A total of 12 witnesses testified at the trial. The witnesses included officials and employees from the Town and the City as well as a representative from Kohler. The Court admitted forty-seven (47) exhibits into evidence.[4]

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[1]The Court issued a written decision denying the Town's petition for a temporary injunction on November 3, 2017. The Court incorporates by reference, as if fully set forth herein, its previous decision denying injunctive relief.
[2]The Court issued a written decision denying summary judgment to the parties on March 1, 2018.
[3]The Court issued a written decision granting the City's motion for partial summary judgment on May 10, 2018.
[4]The parties stipulated to the introduction into evidence of several exhibits which were not admitted through witnesses at trial but provided necessary background regarding the annexed territory. These exhibits consisted of most of those included in the parties' summary judgment affidavits as well as joint exhibits which the parties agreed should be admitted into evidence. The Court ultimately prepared, and the parties approved, a combined "Exhibit Order" dated June 18, 2018. The Exhibit Order is comprised of all of the exhibits entered into evidence at trial.

At the Court's direction, the parties filed post-trial briefs and proposed findings of facts and conclusions of law. The following is the Court's decision on the merits.

III. FACTS

The Court heard hours of testimony and has reviewed hundreds of pages of exhibits admitted into evidence at trial. The following is the Court's findings of fact based on the testimony of the witnesses and the exhibits admitted into evidence, including the parties' Stipulated Facts.

A. The Kohler Property.

1. General History.

Kohler owns approximately 247 acres of land located along Lake Michigan ("Land"). The Company has owned the land for more than 75 years. Until the City's annexation of the Land in 2017, the Land was part of the Town of Wilson.

Kohler leased the Land to the State for State park use through the 1970's. Thereafter, Kohler used the Land for an outdoor trail park.

2. The "Tented Forest Project."

In 2010, Kohler proposed developing the Land for use as a "Tented Forest Project," whereby the Land would be developed into an upscale camping site. Kohler submitted a conditional use permit application with the Town for the development of the Tented Forest which was ultimately approved by the Town's Plan Commission.

As part of its due diligence for the Tented Forest, Kohler enlisted public comment from the Town's residents. The public expressed opposition to Kohler's development of the Land. Public concerns regarding the Tented Forest included potential adverse impact of the project on the local wells, wetlands and the environment, increased traffic in the Town and the extent of

deforestation required for the project.

Prior to moving forward to the Town Board approval of the Tented Forest, Kohler determined that the Tented Forest was not a profitable venture. Kohler therefore abandoned the Tented Forest project and withdrew the conditional use permit application with the Town.

3. Kohler Proposes A Golf Course Development on the Land.

Kohler ultimately determined that the Land was best suited for the development of a world class or championship golf course similar to the Black Wolf Run and Whistling Straits courses Kohler previously developed in the Village of Kohler and the Town of Mosel.[5] In March of 2014, Kohler informed the Town of its desire to develop a golf course on the Land.

B. Kohler's Files a Conditional Use Permit Application with the Town for a Golf Course and the Town's Response.

On March 24, 2014, Kohler submitted an application for a conditional use permit with the Town for the golf course development. Kohler's application included a proposed design for the golf course development.

Conditional use permit applications such as Kohler's are initially forwarded to the Town's Plan Commission. The Plan Commission is responsible for reviewing the applications and making recommendations to the Board on those applications.

The normal process for a conditional use permit begins with a pre-application meeting between the applicant and the Plan Commission in which any issues regarding the application are addressed and the application is completed. The application is then presented at a Plan Commission meeting for a hearing on whether the Commission will recommend approval of the application to the Town Board. In applications involving large projects with multiple technical issues, the Plan Commission generally will retain technical consultants to assist the Plan

[5]Kohler envisioned the development of a golf course that would be rated one of the top 50 in the world.

Commission in reviewing and making recommendations to the Board on the application.

The Town reviewed Kohler's application and determined that it was incomplete. The Town specifically noted that the application did not include a grading plan or a site plan. Notwithstanding the deficiencies in the application, the Plan Commission began its review process. Because of the size and complexities involved in Kohler's development, the Town retained three consultants to evaluate the application and provide input on whether the proposed development complied with the Town's ordinances; provide guidance on the impact of Kohler's proposals on the Town and its residents; and provide input from the Town to the DNR, the Army Corps of Engineers and other governmental bodies as they evaluated the project.[6]

The Town acknowledged that it was going to be challenging for Kohler to succeed with its conditional use permit application. One of the Town's primary concerns with Kohler's application was the extent of deforestation required for the golf course and the collateral impact of deforestation on surface water quantity and quality, groundwater quantity and quality, the ecosystem and wildlife corridors.[7] There was also a concern as to whether the level of deforestation required for the project would be permitted under the Town's Comprehensive Plan and its zoning ordinances.

Ultimately, the Plan Commission suspended the conditional use permit process indefinitely while Kohler sought approval from the DNR for the construction of the golf course. The Town concluded that it would be inefficient to independently evaluate the environmental impact of the golf course on the surrounding properties and the Town when the DNR was going to conduct the same environmental impact studies in connection with Kohler's DNR permit

[6] When Kohler objected to one consultant (Hey and Associates), and recommended the Town use another consultant (Ruekert Mielke), the Town complied with Kohler's request.

[7] The challenges facing Kohler's conditional user permit application were identified by Roger Miller, who was appointed to the Chair of the Planning Commission in 2015. Miller was retained as a litigation expert by the Town and testified at the court trial.

application.

According to Town officials, Kohler never provided the information the Town required to complete Kohler's conditional use permit application. As discussed below, Kohler ultimately decided to pursue annexation with the City rather than moving forward with its application for a conditional use permit with the Town.

C. Kohler Becomes Concerned About Moving Forward With A Golf Course Development in the Town of Wilson.

Following the filing of its application for a conditional use permit, Kohler became concerned with whether the Town would approve the golf course development and whether developing a golf course in the Town was in Kohler's best interests. Kohler's concerns regarding the viability of the project in the Town were divided into four categories: political opposition; water; fire; and boundary agreement.[8]

1. Political Opposition.

The response from the Town's residents to Kohler's proposed golf course development was highly unfavorable. Several of the Town's residents, in fact, banded together to form a group, Friends of the Black River Forest (hereinafter "Friends"), to stop the development. The stated reasons for the Friends' opposition included environmental damage resulting from golf course construction, the deforestation required to build the golf course on the Kohler Land and drawdowns of the water available for nearby residential wells caused by Kohler's operation of a high capacity well to supply water to the golf course.

The Friends were vigorous in their opposition to the golf course and, by all appearances, politically influential. The Friends initiated several lawsuits to prevent Kohler's construction of

[8]Kohler's Hospitality Construction Portfolio Manager, Jonathan Hoekstra, testified at trial as to Kohler's concerns regarding the construction of a golf course development in the Town.

a golf course in the Town. The Friends further endorsed candidates for election to the Town Board who opposed the golf course development.

Kohler needed to secure the votes of three of the five members of the Board to obtain approval of Kohler's application for a conditional use permit. In the months following its conditional use permit application, the make-up of the Board changed resulting in a Board composed of historic opponents to the golf course development, most of whom were the preferred candidates of the Friends. In April of 2014, Nancy DesJardins, who opposed the golf course development, was elected to the Board. In 2015, John Ehmann, a vocal opponent of Kohler's golf course development, was elected Chairman of the Town Board. In 2015, Thomas Stoelb, who was a preferred candidate of the Friends and opponent of the golf course development, was elected to the Board.

Ehmann and Stoelb made their opposition to the golf course development well known before taking positions on the Board. In June of 2014, Ehmann and Stoelb were among several Town of Wilson residents who sent a letter to the Town Board and Plan Commission opposing the golf course development.[9] The letter, which was admitted into evidence at trial as City Exhibit C10, detailed the residents' belief that the Board and Plan Commission had the authority to, and should deny, Kohler's application for a conditional use permit. The residents took the position, among others, that the golf course was not a permitted use under the P-1 zoning governing the Kohler Land and, further, that the deforestation required for the construction of the golf course was inconsistent with the Town's Comprehensive Plan.

Town Board Chair Ehmann was a particularly strong opponent of Kohler's proposal to build a golf course in the Town. In 2015, Ehmann gave a presentation to the Friends at a

[9]The heading of the letter stated that it was from the Friends of the Black River Forest to the Town of Wilson Board and Plan Commission.

"Kohler Golf Course Informational Meeting"[10] in which he again set forth the position that the Board should not permit Kohler to build a golf course on the Kohler Land. Ehmann pointed to the following as support for his position:

- Construction of a golf course was not permitted under the Town's 20 year comprehensive plan which mandates preservation, rather than development of the Kohler woodlands;
- Kohler's proposed golf course was not an allowable conditional use under the Town's P-1 zoning because it is a commercial rather than a recreational development;
- Kohler's golf course otherwise violated the P-1 zoning code because the golf course would not increase recreational opportunities for Town residents, unduly disturb the environmental corridor and would have an adverse impact on local wells

In the same presentation, Ehmann outlined his belief that the construction of the golf course would have significant and undesirable environmental impacts including deforestation, destruction of wetlands, compromised waterways and fragmentation of the environmental corridor. Ehmann further expressed his belief that the construction of a golf course would invite unwanted tourism into the Town and would have no long term positive economic impact on the Town or its residents.[11]

Like Ehmann and Stoelb, DesJardins believed that Kohler's golf course development was in conflict with the Town's Comprehensive Plan. She further opposed Kohler's use of State park land in connection with the operations of the proposed golf course.

In addition to the election of three Board members who expressed opposition to the golf course, Ehmann appointed Roger Miller ("Miller") to serve as the Town's Plan Commission

[10]Exhibit 1, which was entered into evidence, is an audio-visual recording of Ehmann's speech to the Friends.
[11]A trial, Ehmann denied that he remained an opponent of Kohler's development after being elected to the Board. Ehmann testified that Kohler addressed many of his concerns regarding the golf course following his presentation to the Friends in 2015. Ehmann stated that Kohler significantly reduced the wetland impact and setbacks for the golf course, changed the plan for accessing the golf course and significantly reduced the amount of State land to be included in the annexation.

Chairman 2015. Like Ehmann, Miller expressed his concern over the deforestation that would be required to build a golf course on the Kohler Land as well as the adverse impact to the shoreline and environment that would result from the development and generally opposed the golf course development. Miller informed representatives of Kohler that he did not believe the Kohler Land was "a good place for a golf course."[12]

Kohler monitored the Board elections and was aware of the opposition of DesJardins, Ehmann, Stoelb and Miller to the golf course development. Considering the composition of the majority of the Board, Kohler was skeptical that the Board would approve its conditional use permit and allow Kohler to build a golf course in the Town of Wilson.

2. Water.

It is undisputed that the Town does not provide municipal water to its businesses and residents. As a result, those who live and operate businesses within the confines of the Town are required to rely on wells for their water supply.

In 2015, Kohler commissioned Excel Engineering to study the impact of operating a high capacity well on the wells of surrounding property owners. Excel Engineering concluded that there would be no material impact on neighboring wells. The Town also retained its own expert, John Jansen, to conduct a well impact study. Jansen similarly concluded that Kohler's operation of a high capacity well would have a minimal impact on surrounding wells.

Notwithstanding the opinions of Excel and Jansen, Kohler remained concerned that that the Town's inability to provide a municipal water source would detrimentally impact the golf course development. Kohler identified three adverse impacts: (1) insufficient volume of water for the golf course operations; (2) exposure to well damage claims from neighboring landowners;

[12]The Town separately retained Miller in this litigation to act as an expert on its behalf relating to the nature and topography of the lands which are the subject of the annexation. Miller testified at trial.

and (3) the potential for an inadequate water source for the Town's volunteer fire department in the event of a fire on the golf course development.

a. Insufficiency of Water for the Development.

Kohler was concerned that if it proceeded with the development in the Town, it would be required to rely exclusively on a high capacity irrigation well to provide water to the golf course development.[13] Kohler believed that having a supplemental municipal water source, such as the City's municipal water, in addition to a high capacity well, would ensure Kohler had sufficient water to meet the needs of the golf course as well as the clubhouse and other buildings constructed as part of the golf course development.[14]

b. Exposure to Claims from Surrounding Landowners.

Kohler was also concerned that moving forward with the golf course development in the Town would expose the Company to significant liability from surrounding landowners who relied on wells to supply water to their properties. Kohler anticipated that the surrounding landowners would assert claims against Kohler for water drawdowns and damage to their wells resulting from Kohler's operation of a high capacity well. This raised the specter of long term litigation related to the golf course operation.

Kohler also expected that the Town would require any conditional use permit issued by the Town for the golf course to require Kohler to pay for the cost of repairing neighboring wells which experienced problems in conjunction with the development and operation of the golf course, i.e., a "well protection plan." Kohler determined that a well protection plan would unduly expose Kohler to excessive claims and repair costs from citizens living in the vicinity of

[13]Kohler admitted that the golf course would be operated on well, rather than municipal water. The only expert to testify at trial, hydrogeologist John Jansen, concluded the aquifer in the area was more than sufficient for Kohler's proposed golf course and would not have an adverse impact on surrounding wells.

[14]Kohler understood that the City would not extend municipal water to the golf course development unless the Kohler Land was annexed by the City.

the development, many of whom opposed construction of the golf course.[15]

3. Fire Protection.

Kohler was concerned with the ability of the Town's volunteer fire department to adequately protect the clubhouse and other buildings constructed on the golf course development due to the lack of a municipal water source in the Town. Because the Town did not have a municipal water source, the Town's fire department was required to transport its own water to a fire. Kohler believed that a municipal water source such as the City's would ensure adequate water was available to protect the buildings in the event of a fire and reduce the risk of loss to the Kohler properties.

4. Possible Border Agreement between the City and the Town.

As the concerns regarding a golf course development in the Town multiplied, Kohler also became at risk of losing the ability to have the City annex the Kohler Land. Kohler became aware that the Town approached the City with a "border agreement" proposal. Under the proposal, the Town would agree to the City's annexation of certain lands in the Town in exchange for the City's agreement not to annex other lands in the Town, including the Kohler Land. The potential for such a "border agreement" created the risk that Kohler may never be able to development the land for a golf course and increased Kohler's urgency to pursue annexation from the City.

D. Kohler Elects to Seek Annexation from the City.

As a result of Kohler's concerns about its ability to successfully move forward with a golf course development in the Town, Kohler decided to pursue a petition for annexation with

[15]Kohler's concern regarding the impact of operating the golf course on a high-capacity well was based on the opposition of neighbors with wells, not scientific evidence that Kohler's golf course development would unduly drawdown or harm adjacent wells. Kohler financed a study which showed that the operation of a high-capacity well for the golf course would not have a significant impact on the wells of neighboring property owners.

the City in late 2016. Kohler's Hospitality Construction Portfolio Manager, Jonathan Hoekstra ("Hoekstra"), summarized Kohler's reasons for moving forward with the City rather than the Town:

> Q: So what, if any, role did that understanding of the potential of boundary agreement locking you out of the city play in your determination to annex these lands to the City?
>
> A Again, over the period of time there were a number of things that were happening ultimately making it appear and seem to be more and more difficult to get this project approved, and that would have, in our opinion, ended the project because with the number of town board members we believed were not going to vote for the project, with the neighbors and neutral observers, I will call them, residents concerned about wells, et cetera, and then with an agreement, we would be left with no project. So that was probably the culmination of all of those issues that led to the annexation occurring.

Prior to moving forward with the City, Kohler did not inform the Town that Kohler believed the Town lacked sufficient services for its golf course development. For example, Kohler never claimed it needed municipal water from the City for the course. Kohler also did not express any concern to the Town about any of the Town's other services being insufficient for the golf course.

E. Preliminary Discussions Between Kohler and the City Regarding Annexation.

In late 2016, an outside corporate attorney from Kohler approached the City Administrator, Darrell Hofland, regarding Kohler's desire to have the City annex the Kohler Land. Kohler advised the City that it was considering annexation for purposes of moving forward with the development of a world championship golf course. Hofland was aware that Kohler had an application for a conditional use permit pending with the Town when Kohler approached the City regarding the potential for annexation.

Hofland was receptive to Kohler's annexation proposal. Hofland noted that the proposed annexation of the Kohler Land was consistent with the City's plan for future growth which included expansion south from the City into the Town of Wilson. Hofland further emphasized

that the long term financial viability of the City is substantially dependent on the City's ability to expand through annexation such as the Kohler proposal.

In addition to the benefits the City could receive from the golf course, the City viewed the annexation as an opportunity to expand municipal services south into the Town of Wilson along 12th and 18th Streets. The extension of municipal services facilitated the ability of the City to develop residential subdivisions in the Town which was also part of the City's strategic growth plan.

The City and Kohler continued to discuss the proposed annexation over the next several months. The discussions focused on the benefits which the City would receive if Kohler proceeded forward with its plan to build a world championship golf course on the Kohler Land. In this regard, Kohler retained a consultant to conduct an economic impact study of the annexation. The study revealed that annexation of lands which included a world championship golf course would provide the City with a significant increase in its tax base and also provide a substantial benefit to the City's businesses, restaurants and hotels.

The mutual interest between Kohler and the City in the proposed annexation was reflected in the terms of a proposed Pre-annexation Development Agreement ("Agreement") which was negotiated between City officials and Kohler before Kohler's formal filing of the petition for annexation on April 28, 2017.[16] The recitals in the Agreement recognize Kohler's intent to develop a championship golf course on its vacant land located in the Town of Wilson as well as the City's authority to annex that land under Wis. Stat. § 62.0217. The recitals further recognize that Kohler's planned use of the property was "consistent with the City's

[16]The Pre-Annexation Agreement was not executed by the parties until after the Common Council approved the annexation as well as the Pre-Annexation Agreement in August of 2017. A signed copy of the Pre-Annexation Agreement was offered and admitted into evidence as Joint Exhibit 2.

Comprehensive Plan adopted December 5, 2011" and would provide land needed for growth of the City. The recitals state:

> The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

The Agreement established proposed mutual obligations of the City and Kohler as it relates to the proposed annexation. The City agreed to, among other things, cooperate in obtaining the necessary permits for the golf course; extend water utility to the golf course property at Kohler's expense; provide police, fire and emergency services to the property; connect sanitary sewer service to the property; and consider rezoning the property to SR-5 Residential so as to permit the construction of an 18 hole championship golf course.

Kohler correspondingly agreed to, among other things, construct storm water facilities on the property and connect all buildings developed on the property to the City's sanitary sewer system. Kohler also assumed an obligation to connect to and utilize the City's municipal water service for all proposed improvements on the property including the clubhouse, irrigation system, maintenance building and cart building, to the City's municipal water service within three years of development and to pay the cost of extending municipal water to its property.[17] Finally, Kohler agreed to reimburse the City's actual costs incurred in connection with the annexation, including litigation costs and attorney's fees, up to $200,000.

Kohler's annexation proposal was introduced to the Common Council in early spring of 2017. On April 24, 2017 the City convened into closed-session to discuss annexing the Kohler

[17] Kohler's agreement to connect its improvements to the City's water service was required under any conditional use permit for the 18 hole championship golf course.

Land, which was described in the minutes of that meeting as a "Southside Development Opportunity." This presentation, which was marked as Town Exhibit 16 at trial, confirms that Kohler intended to petition the City to annex parcels of land in the Town that would, upon completion of the annexation, incorporate Kohler's proposed golf course development within City limits.

The presentation included a summary of the City's obligations under the Pre-Annexation Development Agreement. The presentation then discussed the benefits that the City anticipated receiving from the golf course development. These benefits included the following:

- Up to 11 additional parcels of land within City limits;
- An additional $6 to $8 million in new assessed valuation to the City;
- Future opportunity for additional annexations along South 12th Street;
- Up to 200 new jobs; and
- The opportunity to annex the Poth Farm into the City for the development of single family residences.

F. Kohler's Petition for Annexation.

1. Procedural History.

On April 28, 2017, Kohler published a notice of intention to circulate annexation petition in the Sheboygan Press. The Petition included signatures from five of the six qualified electors (the five signatories defined as a majority of the votes cast for governor in the Annexation territory at the last gubernatorial election), and the owners of 91 percent of the Annexation territory (measured by assessed value).

The five signatures on the Petition represented three parcels within the annexation. Two of these properties were recently purchased by Kohler. One of the signatures on the annexation

petition was from one of Kohler's outside litigation attorneys, Jessica Polakowski of Reinhart Boerner, on behalf of the LLC that recently had purchased a parcel included in the annexation.

Kohler also mailed (by certified mail with return receipt requested) copies of the notice to the City Clerk, Town Clerk, the Clerk of Sheboygan Area School District, the owners of the property in the Territory, and the Wisconsin Department of Administration ("DOA"). Kohler mailed a completed Request for Annexation Review to DOA on April 28, 2017 listing a population of 8 in the Annexation.

On about May 3, 2017, DOA published on its Municipal Data System the annexation materials submitted by Kohler, and listed the population of the Annexation as 8. On or about May 22, 2017, the City and Town submitted annexation questionnaires to the DOA. Both the City and the Town's questionnaires included population estimates for the annexation.

2. The Configuration of the Lands included in the Annexation.

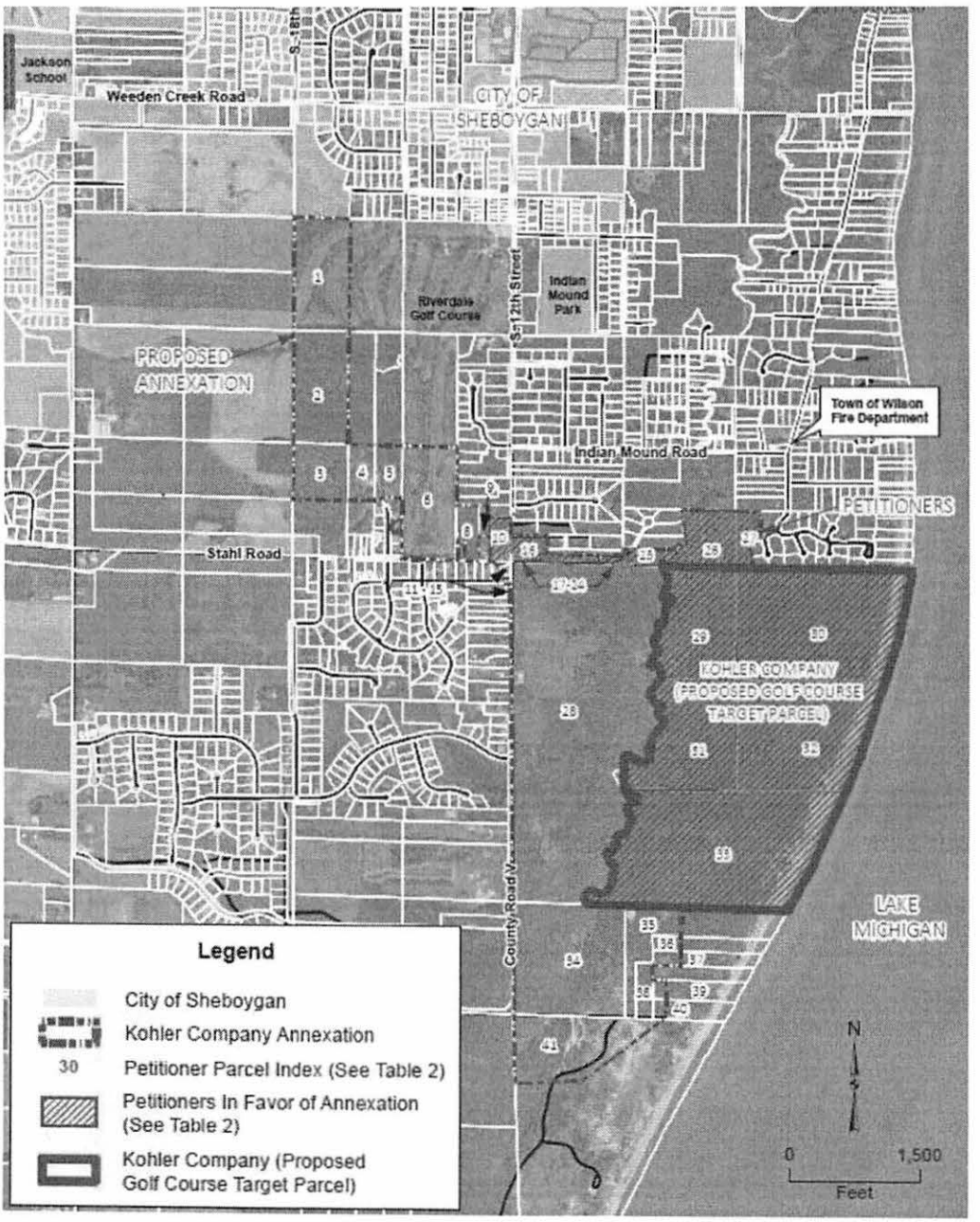
Kohler designed the boundaries of the annexation to connect the Kohler Land to the City. The annexation consists of several parcels moving from the connection point with the City to the south and east to the Kohler Land. The City had no input or involvement whatsoever in determining the boundaries for the annexation.[18]

According to the annexation review which was conducted by the Department of Administration ("DOA") and admitted into evidence as City Exhibit 2, the connection point between the City and Parcel 1 of the annexation is 650 feet in width. From the connection point, the annexed land proceeds in a southeast direction toward the Kohler land. *Id.* The proposed annexed land varies in size from approximately 1,450 feet wide, to approximately 190 feet wide at a point between neighboring residential developments before expanding at the Kohler land. A

[18]The City did not independently investigate the properties included within Kohler's annexation or whether the owners of those properties had any independent desire to become part of the City.

map of the territory included in the annexation appears below followed by a chart which describes the parcels included in the annexation including their respective dimensions.[19]

Annexation Map



[19]The map outlining the dimensions of the parcels in the annexation was attached to the Affidavit of Roger Miller which was admitted into evidence as Town Exhibit 65. The parcel details were taken from Town Exhibit 67 which was admitted into evidence at trial.

Parcel Descriptions

Parcel	Dimensions Included in Annexation	Description
1	19.2 acres	Western half of a larger parcel that compromises the northwestern end of the Riverdale golf course. The parcel is owned by Sheboygan Town and Country Corporation.
2	19.68 acres	Parcel which was part of the Poth Farm which is owned by the City. The parcel is presently forested and undeveloped.
3	9.85 acres	Eastern end of a parcel owned by the City. The parcel is presently forested and undeveloped.
4	4.86 acres	Southern one-third of a parcel held by the Koller Living Trust. Two thirds of the parcel are in the Town and one-third of the parcel is in the City. The land is predominantly wooded but does include a residence. The parcel is included in a managed forestry program with the State of Wisconsin which precludes development of the parcel.
5	4.61 acres	Southern portion of a parcel held by the Koller Living Trust. The southern one-third of the parcel is in the City and the northern two thirds of the parcel are in the Town. The parcel is included in the managed forestry program with the State of Wisconsin which precludes development of the parcel.
6	19.89 acres	Riverdale golf course parcel.
7	.2 acres	Single lot in an eight lot Deerfield subdivision. The parcel was purchased by Wilson/Sheboygan County LLC. Jessica Polakowski, an outside attorney retained by Kohler, signed the Petition on behalf of LLC.
8	3.5 acres	Wooded lot with a residence owned by John Siegworth.
9	1.51 acres	Wooded parcel owned by John Siegworth.
10	2.58 acres	Lot with a single residence located at the intersection of South 12th Street and Stahl Road and owned by Nina Stapel.
11-13	11: .36 acres 12: .19 acres 13: .18 acres	Portion of County owned land which comprises a public road right-of-way.
14-15	14: .15 acres 15: .09 acres	Portion of Town owned land which comprises a public road right-of-way.
16	2.4 acres	2.5 acre parcel with a single family home on the east side of South 12th Street just north of a drive into the River Trail subdivision. The parcel is presently owned by Kohler Company.
17	.04 acres	River Trails subdivision Out lot consisting of forested wetland. Owned by River Trails Owners Association, Inc.
18	.15 acres	Driveway into the River Trails subdivision and River Trails subdivision Out lot 3. Owned by River Trails Owners Association, Inc.
19	.46 acres	Driveway into River Trails subdivision and River Trails Subdivision Out lot 4
20	.15 acres	River Trails subdivision Out lot 2 consisting of .13 acres of forested wetland. Owned by River Trails Owners Association Inc.

21	.91 acres	River Trails Subdivision Lot 11, undeveloped, partially forested. Owned by Kohler Company.
22	.39 acres	River Trails Subdivision Lot 10, undeveloped, partially forested. Owned by Kohler Company.
23	.36 acres	River Trails Subdivision Lot 9. Undeveloped, partially forested. Owned by Kohler Company.
24	.15 acres	River Trails Subdivision Lot 5. Undevelopable, entirely forested.
25	2.25 acres	River Trails Subdivision Lot 1. Undeveloped, entirely forested lot. Owned by River Trails Owners Association.
26-27	26: 10.37 acres 27: 3.62 acres	Undeveloped forested parcels owned by Kohler Company.
28	140 acres	Kohler-Andrae State Park with development prohibition
29-33	29: 26.3 acres 30: 63 acres 31: 29.7 acres 32: 49.5 acres 78.44 acres	Undeveloped forested land owned by Kohler Company
34-41	34: 40.1 acres 35: 9.3 acres 36: 1.1 acres 37: 1.2 acres 38: 3 acres 39: .5 acres 40: .6 acres 41: 23 acres	Kohler-Andrae State Park

Evidence was introduced at trial regarding each of the parcels included within the annexation. As noted in the chart above, certain of the parcels included in the annexation are parts or portions of larger parcels of land, i.e., Kohler did not include the area of the larger parcel in the boundaries of the annexation. Following the enactment of the City's ordinance, these larger parcels are subject to both Town and City regulations: the portion of the parcel located in the Town is subject to Town regulation and the portion of the parcel located in the City is subject to City regulation.

G. The City's Response to Kohler's Annexation Proposal.

Kohler's Petition for annexation was received positively by City officials.[20] The City, like many other cities across the nation, has watched jurisdictions surrounding the City experience substantial increases in their economic growth and expansion of their tax bases. The growth of surrounding jurisdictions has allowed these jurisdictions to provide high quality of life at lower tax rates than their municipal counterparts. The City, in contrast, has experienced increased demand for services as well as the cost of those services with less corresponding high end economic growth. This has resulted in economic disparity between the City and the areas that surround it.

In order to address this disparity, the City has employed a strategy of expanding its boundaries through annexation to capture economic growth in areas surrounding the City. The City, by its own admission, aggressively pursues annexation opportunities in order to achieve economic growth. The City generally views opportunities to expand its borders through annexation as a positive and in its best interests. Expansion into surrounding areas facilitates the ability to continue to provide services at a reasonable tax rate.

The City's desire to achieve economic growth through expansion is summarized in the City's 2000 Comprehensive Plan which provides in pertinent part[21]:

> The City of Sheboygan is facing problems similar to many Wisconsin cities. The nearby towns, are generally becoming upper income enclaves, and are growing in more healthy socio-economic patterns than the City, simply because the City is providing the range of goods, services, employment opportunities and housing opportunities typical of urban communities, while capturing virtually nothing near the top end of the residential or commercial market. There is a growing income, and housing disparity between residents of the City and those located in the

[20] The City's reasons for pursuing the annexation with Kohler, and ultimately, bringing Kohler's Petition to the Common Council for vote, were established through the trial testimony of, among others, City Administrator Hofland, the City's Manager of Planning and Zoning, Steve Sokolowski, the City's Director of Planning and Development, Chad Pelishek and the City's Water Utility Superintendent, Joe Trueblood.

[21] *See* City Exhibit 4, p. R-148.

> surrounding area. The City is providing more services, including many that benefit the entire region, while other jurisdictions are realizing a significantly increasing share of the region's growth and the resulting economic and tax benefits. As these disparities grow, it will become more difficult for the City to effectively compete with its neighbors for new growth and development. To continue to provide quality services with a reasonable tax rate and maintain the City's quality of life, it is necessary for the City to capture a fair share portion of the area's future growth.

The City did not specifically consider annexing the Kohler Land prior to Kohler's Petition for Annexation. However, the City had historically targeted the lands within the annexation, including the Kohler Land, for future City expansion, development and economic growth as part of the City's 2011 Comprehensive Plan.[22] The Comprehensive Plan specifically targeted zoning the Kohler Land for recreational use.

The City analyzed Kohler's Petition and concluded that Kohler's Petition presented the City with significant opportunities for economic growth and expansion. In his "Request for City Plan Commission Consideration," dated May 26, 2017, the City's Manager of Planning and Zoning, Steven Sokolowski, identified the following economic opportunities for the City presented by Kohler's proposed golf course development:

- New tax revenues generated annually for local and state governments in the amount of $1.267 million;
- The creation of 227 new, full time equivalent jobs;
- 22,000 additional room nights per year for Sheboygan County hotels and increased expenditures for the local hospitality, retail, food and beverage industries by $6.5 million;
- Total annual economic output resulting from the new golf course in Sheboygan County in the estimated amount of $20.6 million; and
- Annual increase of $87,000 in school property taxes.

[22]The City prepared the 2000 and 2011 Comprehensive Plans pursuant to Wisconsin's Comprehensive Planning Law, often referred to as the "Smart Growth" law. This law requires local governments to adopt a Comprehensive Plan in order to engage in certain land use regulations, such as subdivision regulation and zoning.

The City further determined that the Petition provided the City the opportunity to increase single family residential housing for which the City had (and continues to have) an immediate and critical need. The City was, and is, significantly behind other cities in the construction of new single family residences which are needed to house those who live and/or desire to relocate to the City. Sheboygan County's rate of home construction per 5,000 residents was measured at 3.4 new homes per year compared to a statewide average of 8.6 homes per year.[23] Outagamie County which is similar to Sheboygan County in job market maintained a rate of 11.6 homes per year. Sheboygan County's issuance of housing permits for new homes also significantly behind State of Wisconsin averages.

The absence of available single family housing in the City was detrimental to the City's economic growth. Sheboygan County has minimal unemployment and a significant number of job openings. As such, many jobs will be filled by those coming from outside of the County. When families relocate for employment, they often seek single family residential homes. Due to the City's shortage of single family residential housing, the City was unable to effectively compete in recruiting prospective employees to the City and capture the economic growth associated with employee relocations to the City. The City estimated that it would be required to build 73 homes each year to keep up with the demand for single family residences.

The Kohler annexation facilitated the City's ability to immediately address its housing needs. The lands in the annexation included the Poth Farm property which the City purchased in May of 2001 for the specific purpose of developing residential housing. The Poth Farm is located along 18th Street, south of the connection point between the City and the annexed properties. The City planned to develop 110 lots on the Poth Farm for the construction of single

[23]The statistics related to the City's single family residential housing shortage are incorporated within the trial testimony and summary judgment affidavit of Chad Pelishek. Pelishek's summary judgment affidavit and attachments were marked as City Trial Exhibit 19 and admitted into evidence.

family residences.[24] The lots range in size from 11,000 square feet to 28,000 square feet. The proposed development also included an eight acre park.

The City had not previously developed the farm due to the cost of extending roads, water and utilities to a relatively small area with a limited tax base. The Kohler annexation provided the City with additional revenues from which the City could more cost effectively extend roads, water and sewer to the Poth Farm and other areas within the annexation.

The City further determined that residential development in the Poth Farm area would spur additional residential development in areas in and around the annexed lands. The City observed that extending municipal water and other services to one area often prompts developers to consider residential developments in surrounding areas where municipal services were not previously available and were cost prohibitive to provide.[25]

In addition to economic benefits, the Kohler annexation also provided benefits to the City's Water Utility. Expansion of the City's borders through annexation allows the City to increase usage of the City's existing water utility services. In this respect, the City's water utility is capable of pumping and treating up to 34 million gallons of water per day. Prior to the annexation, however, the City was only utilizing one-half of the utility's rated pumping and treating capacity. The Kohler annexation provides the City with the opportunity to extend water service south along 12th Street and 18th Street into the residential and commercial areas of the annexed lands. The extension of this service will increase the number of users on the City's system and, as a result, provides greater economies of scale for operating the City's water utility.

[24]The City's plan to develop the Poth Farm for the development of single family residences originated when the City purchased the Poth Farm in 2000. The City's intent in purchasing the Poth Farm is reflected in a May 11, 2000 memo from the former City Planner, Ronald French, to the Common Council. The memo is included within City Exhibit 11 which was admitted into evidence at trial.

[25]The City's Administrator, Hofland, acknowledged that the City did not know how many parcels outside of the annexation could be developed.

H. The Town's Reaction to the Petition.

The Town was surprised by Kohler's filing of the Petition. Kohler did not inform the Town that it was considering annexation with the City prior to filing the Petition nor had Kohler expressed concerns over moving forward with a golf course development in the Town before seeking annexation from the City. The City similarly did not inform the Town of its interest in annexing the lands included in the annexation before the Petition was filed.

The Town strongly opposed Kohler's Petition. The Town took the position that the proposed annexation usurped the Town's ability to determine the impact of Kohler's development on the Town and to protect the Town's residents from the adverse impacts from the development. The Town further believed that the Petition deprived the Town's residents of a voice in determining whether Kohler should be permitted to develop a golf course in the Town. Finally, the Town believed that Kohler's Petition, and any ordinance enacted by the City approving the Petition, violated the rule of reason.

I. The DOA's Review of the Annexation.

An annexation initiated by property owners or electors such as Kohler must be reviewed by the Department of Administration ("DOA") as part of the procedural requirements for approval of an annexation. The DOA is required to issue an opinion as to whether the annexation is in the public interest. *Wis. Stat. § 66.0217(6).* The DOA's opinion is forwarded to the municipal clerk and must be reviewed by the annexing body before final action is taken on an annexation. *Id.* The language of Wis. Stat. § 66.0217(6), which governs the DOA's public interest review, provides:

> **(6)** DEPARTMENT REVIEW OF ANNEXATIONS.
> **(a)** *Annexations within populous counties.* No annexation proceeding within a county having a population of 50,000 or more is valid unless the person publishing a notice of annexation under sub. (4) mails a copy of the notice to the clerk of each municipality affected and the department,

> together with any fee imposed under s. 16.53 (14), within 5 days of the publication. The department shall within 20 days after receipt of the notice mail to the clerk of the town within which the territory lies and to the clerk of the proposed annexing village or city a notice that states whether in its opinion the annexation is in the public interest or is against the public interest and that advises the clerks of the reasons the annexation is in or against the public interest as defined in par. (c). The annexing municipality shall review the advice before final action is taken.

In determining whether an annexation is in the public interest under Wis. Stat. § 66.0217 (6), the DOA is required to examine: (1) the shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city; and (2) whether the town could clearly better supply needed municipal services to the territory than the annexing city or village. *Wis. Stat. § 66.0217(6).*

Consistent with these statutory requirements, Kohler submitted its petition for annexation to the DOA. In anticipation of the DOA's review, the Town provided the DOA with several submissions in opposition to the annexation. The Town argued, among other things, that the annexation was an impermissible "balloon-on-a-string" annexation that irrationally splits the town for a "contrived, de minimis border with Sheboygan"; that the annexation was not "contiguous" under the Wisconsin Supreme Court's decision in *Town of Mt. Pleasant v. City of Racine,* 24 Wis. 2d 41, 127 N.W.2d 57 (1964) ("Mt. Pleasant I"); that the annexation was based on a false claim of "need" for City services; and that the annexation includes large portions of undeveloped, natural land that are not homogeneous with the south side of the City.

The DOA found the Kohler annexation was in the public interest.[26] In reaching its decision, the DOA rejected the Town's claim that the annexation was an impermissible "balloon-on-a-string" configuration under *Mt. Pleasant I.* Instead, the DOA found that the dimensions and configuration of the annexation, "while not ideally shaped," were closer to the dimensions of

[26]The DOA's letter decision relative to the annexation was admitted into evidence at trial as City Exhibit 2.

the annexation that the Wisconsin Supreme Court approved in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519, 137 N.W.2d 656 (1965). ("Mt. Pleasant II").

The DOA further determined that the proposed land use of the annexation territory for a golf course and the adjacent land to the north was "more homogeneous with the City than it is with the Town." *Id.* The DOA noted that the annexed lands were immediately adjacent to fully developed, rather than rural, areas of the Town which are "urban in nature and much more consistent with the developed City lands than with the bulk of Town of Wilson lands to the southwest which tends to be more rural in nature."

The DOA likewise found that Kohler's proposed use of the land for a golf course required City services such as sewer and water, police and fire protection and planning and zoning services. *Id., p. 2.* The DOA rejected any claim that the Town could better provide these services than the City:

> The City indicates in its submitted questionnaire that it can provide these desired services. Petitioner has committed to using City water for the proposed development's clubhouse, irrigation system, maintenance building and cart building within three years of development. It cannot be said that the Town can "better" provide services such as water.

Id.

J. The City Approves the Petition and Enacts and Annexation Ordinance.

On May 30, 2017, the City of Sheboygan Plan Commission held a public hearing on the proposed annexation and rezoning. At the conclusion of the hearing, the Plan Commission unanimously recommended the Annexation and rezoning the land in the annexation to Suburban Residential.

On August 7, 2017, the full City Common Council adopted, by a vote of 11 of its 16 (11-5) members – representing 2/3 of its members – an ordinance annexing the territory included in the Kohler Annexation. The Ordinance is identified as 6-17-18. On that same date, the City

Common Council adopted Ordinance 4-17-18, zoning the Annexation to SR-5, Suburban Residential. On August 7, 2017, the City Common Council approved the Pre-Annexation Agreement between Kohler Co. and the City.

IV. STANDARD OF REVIEW

The legislature has conferred broad authority to cities and villages to annex unincorporated lands under Chapter 66. *Town of Pleasant Prairie v. City of Kenosha,* 75 Wis.2d 322, 326-27, 249 N.W.2d 581 (1977). Annexation ordinances, like other legislative enactments, enjoy a presumption of validity. *Id.* A party challenging an annexation ordinance has the burden of overcoming the presumption with proof that an ordinance is invalid. *Id.*

Wisconsin annexation law permits landowners or electors to initiate a petition for annexation to become part of a municipality pursuant to Wis. Stat. § 66.0217. Kohler's Petition was one for direct annexation by one-half approval, i.e., a non-unanimous annexation. Direct annexation by non-unanimous approval is governed by Wis. Stat. § 66.0217(3) which provides as follows:

> **(3)** OTHER METHODS OF ANNEXATION. Subject to ss. 66.0301 (6) (d) and 66.0307 (7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:
>
> > **(a)** *Direct annexation by one-half approval.* A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following:
> >
> > **1.** A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:
> > **a.** The owners of one-half of the land in area within the territory.
> > **b.** The owners of one-half of the real property in assessed value within the territory.
> >
> > **2.** If no electors reside in the territory subject to the proposed annexation, by either of the following:
> > **a.** The owners of one-half of the land in area within the territory.

> **b.** The owners of one-half of the real property in assessed value within the territory.
>
> * * * * *

A. Substantive Requirements of a Non-Unanimous Annexation under Wis. Stat. § 66.0217(3).

The statutory language of Wis. Stat. § 66.0217(3) imposes one substantive requirement. In order for a municipality to annex a property based on a non-unanimous petition, the territory must be "contiguous" to a city or village. *Wis. Stat. § 66.0217(3).*

The remaining substantive requirements for a non-unanimous annexation are found in the common law. *Town of Pleasant Prairie*, 75 Wis. 2d at 326-327. In determining whether an annexation ordinance is valid, courts apply the "rule of reason." *Id.* The rule of reason is designed to determine whether the power delegated by the legislature under Chapter 66 has been abused by a city or village under the facts and circumstances of a given case. *Id.* In order to survive a challenge under the "rule of reason," an annexation must satisfy the following three requirements:

> (1) Exclusions and irregularities in boundary lines of an annexation must not be the result of arbitrariness;
>
> (2) Some reasonable present or demonstrable future need for the annexed property must be shown;
>
> (3) No other factors must be present which constitute an abuse of discretion.

Id.

The rule of reason does not authorize a court to inquire into the wisdom of an annexation or determine whether the annexation is in the best interest of the parties or the public. *Id.* Decisions on these issues are for the legislature, not the courts to make. *Id.* As stated by the Wisconsin Supreme Court in *Town of Pleasant Prairie:*

> In annexation proceedings the city council in the first instance

> determines the suitability or adaptability of the area proposed to be annexed and the necessity of annexing the same for the proper growth and development of the city. Upon a review the courts cannot disturb the council's determination unless it appears that it is arbitrary and capricious or is an abuse of discretion.

Id. at 327-328 *quoting Town of Brookfield v. City of Brookfield*, 274 Wis. 638, 646, 80 N.W.2d 800 (1957).

B. Procedural Requirements.

Section 66.0217, Wis. Stats. imposes a series of procedural requirement with which an annexation must comply. These include the requirement that a petition for non-unanimous annexation be signed by a specified number of the qualified electors or landowners residing in the territory which is the subject of the proposed annexation. *Wis. Stat. § 66.0217(3).* The statute also sets forth requirements for: filing the petition; the content of the notice for annexation; the content of the annexation petition; and DOA review the annexation. *See* Wis. Stat. §§ 66.0217(4), (5), (6) and (10). An annexation ordinance must be approved by two-thirds vote of the members of the governing municipality. Wis. Stat. § 66.0217 (10).

Under Wisconsin law, an annexation ordinance must be enacted in strict compliance with these procedural requirements. *Town of Baraboo v. Village of West Baraboo*, 2005 WI App 96, ¶7, 283 Wis.2d 479, 699 N.W.2d 610; *Town of Blooming Grove v. City of Madison*, 70 Wis.2d 770, 774, 235 N.W.2d 493 (1975). An ordinance which does not comply with the statutory procedures for annexation is void. *Id.* Substantial compliance will not save an annexation that is not accomplished in "strict conformity" with statutory requirements. *Id.* The rationale for the strict conformity rule was explained by the Court in *Town of Blooming Grove*:

> The numerous cases coming to this court over they years reflect the difficulties annexation cases present to various governmental entities. The city argues that they have 'substantially complied' with the statute, and the town has shown 'no prejudice' as a result of the procedures followed by the city. To add such considerations to or substitute them for

> the established rule of strict conformity in annexation cases would only compound the already perplexing problems that exist among governmental units in this type of case.
>
> ...Annexation of territory from a township may in fact have serious consequences to the town, not the least of which may be its tax base. In annexation cases, we see no reason why the annexing municipality should not be required to comply strictly with the mandate of the statute. In this case, the city did not do so.

V. ANALYSIS

In its post-trial brief, the Town claims that it proved at trial that the subject annexation "fails virtually every legal test for an annexation." In support of this proposition, the Town claims that the City and the annexed lands are not "contiguous" in violation of Wis. Stat. § 66.0127(3). Next, the Town claims that no need has been shown by the City or Kohler for the annexation. Finally, the Town claims that the City abused its discretion by, among other things, "rubber stamping" the annexation "in exchange for money, without any serious evaluation of the environmental or other laws and impacts surrounding it, and by delegating its judgment and discretion to a private company."

The Town has the burden of overcoming the presumption of validity of the City's Ordinance and demonstrating the Ordinance is invalid. The Town has failed to meet its burden of proof with respect to any of the challenges to the Ordinance. The City's Ordinance is, in all respects, valid. The Court dismisses the Town's action for declaratory judgment with prejudice.

A. The Annexation Satisfies the Procedural Requirements of Wis. Stat. § 66.0217.

The Town previously challenged the validity of the City's Ordinance on the basis that the petition did not comply with Wis. Stat. § 66.0217(5)(a) which requires a petition for annexation to, among other things, "specify" the population of the annexed territory. The Town asserts that the petition failed to satisfy Wis. Stat. § 66.0217(5)(a) because the petition did not include a federal census of the annexed area or evidence that the DOA "certified as acceptable" the

population estimate or actual population count included in the petition.

On May 10, 2018, the Court granted the City's partial motion for summary judgment dismissing the Town's claims under Wis. Stat. § 66.0217(5)(a). The Court found that the undisputed facts demonstrate that the DOA "certified as acceptable" the population in Kohler's petition based on its review of the petition and ultimate acceptance of the petition for public interest review. The Court incorporates by reference, as if fully set forth herein, it's May 10, 2018 written decision on the City's partial summary judgment.

At trial, the Town did not raise any new issues regarding whether Kohler's Petition or the City's Ordinance strictly complied with the procedural requirements for an annexation under Wis. Stat. § 66.0217. The trial centered on whether the Ordinance satisfied the "contiguity" requirement in Wis. Stat. § 66.0217(3) and the rule of reason.

For purposes of the record, the Court finds that the Petition and the Ordinance complied with the procedural requirements of Wis. Stat. § 66.0217. The Petition, among other things, was properly noticed and included the signatures of five of the six qualified electors and the owners of 91% of the territory measured by assessed value. The DOA reviewed the annexation and found the annexation was in the public interest. Finally, the Ordinance was approved by a supermajority of the Common Council. The Ordinance complied with the procedural requirements of Wis. Stat. § 66.0217 and is valid.

B. The Boundaries of the Annexation Are Not Arbitrary Under the Rule of Reason.

The first requirement in the "rule of reason" inquiry is that the exclusions and irregularities in an annexation must not be the result of arbitrariness on the part of a municipality. *Town of Baraboo*, 2005 WI App 96, ¶21; *Town of Campbell v. City of La Crosse*, 2003 WI App. 247, ¶21, 268 Wis. 2d 253, 673 N.W.2d 696. When, as in this case, annexation proceedings are

initiated by a private property owner, the general rule is that municipalities cannot be charged with arbitrary action in drawing the boundary lines of an annexation. *Id.; see also Town of Pleasant Prairie,* 75 Wis. 2d at 339. As recognized by the Court in *Town of Baraboo:*

> As to the first requirement, that "the exclusions and irregularities in boundary lines of annexations must not be the result of arbitrariness[,] ... *[t]he general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines."*

Town of Baraboo, 2005 WI App 96, ¶21 quoting *Town of Campbell*, 2003 WI App. 247, ¶21 (emphasis added).

In owner initiated petitions, the choice of the boundaries is a matter of discretion by the private petitioners. *Town of Baraboo*, 2005 WI App 96, ¶21; *Town of Campbell*, 2003 WI App. 247, ¶21. Private petitioners have the right under the annexation statutes to act "in light of their desires" and in their best interests when they initiate a direct annexation. *Town of Campbell*, 2003 WI App. 247, ¶21; *Town of Waukesha v. City of Waukesha,* 58 Wis.2d 525, 530, 206 N.W.2d 585 (1973). Petitioning property owners are under no obligation to include areas in an annexation which are of no concern to them and may include only their own property. *Id.,* at 532. Private property owners may also determine the boundaries so as to ensure the success of the annexation. *Town of Campbell*, 2003 WI App. 247, ¶21; *Town of Pleasant Prairie*, 75 Wis. 2d at 342.

When a direct annexation is initiated by a private property owner, a municipality is in no position to negotiate when it is presented with a petition for annexation. *Town of Medary v. La Crosse*, 88 Wis. 2d 101, 122-123, 277 N.W.2d 310 (1978). There is not much that a municipality can do other than accept or reject the entire petition. *Id.* As recognized by the Court in *Town of Medary*:

> A municipality is in no position to negotiate or pick and choose when it is presented with a petition for annexation. Section 66.021, Stats., which provides for annexations, does not make any provision for a city to annex only that portion of territory described in an annexation petition for which it has a need. It must annex all of the territory or none of it. The city is prohibited from coercing or giving special economic consideration to those circulating annexation petitions. Town of Pleasant Prairie v. City of Kenosha, 75 Wis.2d 322, 331, 249 N.W.2d 581 (1977).

Id.

There is an exception to the "general rule" regarding owner-petitioned annexations: a municipality may be charged with arbitrariness in the boundaries of an owner-petitioned annexation where it can be established that the municipality is the real controlling influence in selecting the boundaries for the annexation. *Town of Campbell*, 2003 WI App. 247, ¶22; *Town of Pleasant Prairie*, 75 Wis. 2d at 339. As explained by the Court in *Town of Pleasant Prairie*:

> As regards annexations under sec. 66.021(2)(a), Stats., it is only where the annexing municipality itself is one of the petitioning landowners or where the municipality otherwise is shown to be the real controlling influence in the proceedings, that the boundaries of an annexation will be scrutinized for an abuse of municipal discretion by the courts. Town of Fond du Lac v. City of Fond du Lac, supra.

Id., at 339-340. "Influence" by a municipality means more than simply providing technical assistance or recommendations to the petitioner. *Town of Campbell*, 2003 WI App. 247, ¶22. Influence means conduct by which the annexation authority dominates the petitioner so as to have effectively selected the boundaries for the annexation. *Id.*

Applying the foregoing authorities to the present case, the City cannot be charged with any irregularities in the boundaries of the subject annexation. There is absolutely no evidence in the record supporting any claim that the City selected the boundaries for the Kohler annexation. To the contrary, the evidence points only to the fact that Kohler selected the lands to be included in the annexation and established the boundaries for the annexation. Kohler did not seek the

City's input regarding the boundaries of the annexation prior to filing its petition and the City gave no such input.

The only evidence introduced at trial regarding the City's involvement in the annexation occurred after Kohler advised City officials that Kohler would be pursuing the annexation. The record shows that City officials, including Sokolowski, assisted in the presentation of the concept of the annexation to the Common Council. Kohler and City officials further prepared a draft Pre-annexation Development Agreement which discussed the mutual benefits of the annexation as well as the parties' obligations in the event the Common Council approved the petition.

The City's involvement in presenting the annexation to the Common Council and in preparing a Pre-annexation Development Agreement does not rise to the degree of influence and control necessary to impute the boundaries of the annexation to the City. The City's involvement in the annexation had nothing to do with determining the boundaries for the annexation. Therefore, any irregularities in the boundaries of the annexation cannot be imputed to the City.

In its post-trial brief, the Town concedes the absence of any City control or influence over the annexation boundaries or its configuration. The Town claims, in fact, that the City took a "blind eye" to the properties that Kohler included in the annexation so as to avoid having the boundaries of the annexation imputed to the City and that City officials agreed to advocate for Kohler's petition without allegedly knowing what would be included within the annexation. *See Town Post-Trial Brief, pp. 11-12.*

In sum, the only evidence offered at trial demonstrates that Kohler, and only Kohler, determined the boundaries for the annexation and the properties to be included in the petition. The City exercised absolutely no influence or control whatsoever in selecting the boundaries for

the annexation. As a result, cannot be charged with any arbitrary action in drawing the boundary lines. *Town of Baraboo*, 2005 WI App 96, ¶21; *Town of Campbell*, 2003 WI App. 247, ¶21. The City's Ordinance satisfies the first prong of the rule of reason.

C. The Annexed Lands Are Contiguous to the City.

The Town focuses its challenge at trial on whether lands included in the Kohler petition are contiguous to the City under Wis. Stat. § 66.0217(3). As it did in connection with its request for injunctive relief, the Town insists that the annexation is invalid under the Wisconsin Supreme Court's decision in *Mt. Pleasant I* because the City and the lands included in the Kohler annexation are not "contiguous." The Town claims that since 1964, a "gerrymandered" or "corridor" annexation, whereby a private developer attempts to reach a targeted, non-contiguous property by a string of properties to a city, does not meet the statutory requirement of contiguity.

The Town's continued insistence that *Mt. Pleasant I* controls on the issue of contiguity in owner-petitioned annexations is without support. Although contiguity and the alleged arbitrariness in the boundaries or configuration of annexed property remain a proper consideration in a challenge to an owner-initiated annexation, the circumstances in which this factor may be invoked has been significantly circumscribed by decisions of the Wisconsin Supreme Court and Court of Appeals. Since *Mt. Pleasant I*, the Wisconsin Supreme Court and Court of Appeals have refused, absent egregious circumstances, to impute irregularities in the boundaries of an owner-petitioned annexation to a municipality so as to render an annexation unreasonable and arbitrary or non-contiguous under the rule of reason. Only in those circumstances when an annexation adds territory that represents an "island"—either in actuality or in essence—apart from the municipality's existing territory, can an annexation be rendered invalid on grounds that the municipality is not "contiguous" to the lands that are the target of an

annexation. *See Town of Lincoln v. City of Whitehall*, 2018 WI App. 33, 382 Wis. 2d 112, 912 N.W.2d 403 *review granted,* 2018 WL 5269315.

The decision in *Mt. Pleasant I* has been so significantly limited that the Court of Appeals has questioned whether an owner-petitioned annexation can ever be rendered invalid on contiguousness grounds based on irregularities in the boundaries of the annexation. *Town of Campbell*, 2003 WI App. 247, ¶27. As observed by the Court of Appeals in *Town of Campbell*:

> *Town of Mt. Pleasant* is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties and state that in such situations the annexing municipality is not charged with arbitrariness, as long as it is not a controlling influence.

Town of Campbell, 2003 WI App. 247, ¶27.

In *Town of Lincoln*, the Court of Appeals again questioned the viability of the contiguity requirement announced in *Mt. Pleasant I* in an owner-initiated annexation. *Town of Lincoln*, 2018 WI App. 33, ¶¶39, 47, fn. 7. In fact, the Court of Appeals requested clarification from the Wisconsin Supreme Court as to whether an owner-initiated annexation may be challenged on arbitrariness grounds due to the "exceptional shape" of the annexed territory. *Id.* The Court stated:

> We acknowledge that in *Town of Campbell v. City of La Crosse*, 2003 WI App 247, 268 Wis. 2d 253, 673 N.W.2d 696, we expressed skepticism as to whether the general shape of the annexed territory remained susceptible to challenge in an owner-initiated annexation. *Id.*, ¶27 & n.7. Consequently, we called on our supreme court to clarify whether *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41, 127 N.W.2d 757 (1964), remained valid given the subsequent case law. *Town of Campbell*, 268 Wis. 2d 253, ¶27 n.7. Nonetheless, despite our professed skepticism in *Town of Campbell*, we appear to have subsequently analyzed a direct annexation's shape under the rule of reason in *Town of Baraboo v. Village of W. Baraboo*, 2005 WI App 96, ¶¶21-22, 283 Wis. 2d 479, 699 N.W.2d 610. We therefore assume an annexation of an "exceptional shape" may trigger further scrutiny for arbitrariness, but we renew our call for the supreme court to clarify the law in this area.

Id.

The general rule remains that irregularities in the boundaries of an owner-initiated annexation may not be imputed to an annexing municipality absent controlling influence by the municipality. The decisions of the Wisconsin Supreme Court and Court of Appeals recognize the right of petitioning property owners to include in their annexation only those properties which the owners deem necessary and in their best interests.

It is against the backdrop of the limited viability and applicability of *Mt. Pleasant I* in owner-initiated annexations that the Court must analyze whether the City's annexation of the Kohler Land violates the rule of reason on contiguity grounds. The Court concludes, as it did at the injunction stage in this action, that the City's annexation satisfies the contiguity requirement. By annexing the Kohler Land, the City did not in actuality or in essence create an island entirely separate and apart from the City's existing territory. The boundaries, size and shape of the annexation are not so egregious as to warrant invalidation of the annexation on contiguity grounds. The Town's claim that the City's Ordinance is invalid on contiguity grounds under *Mt. Pleasant I* is rejected.

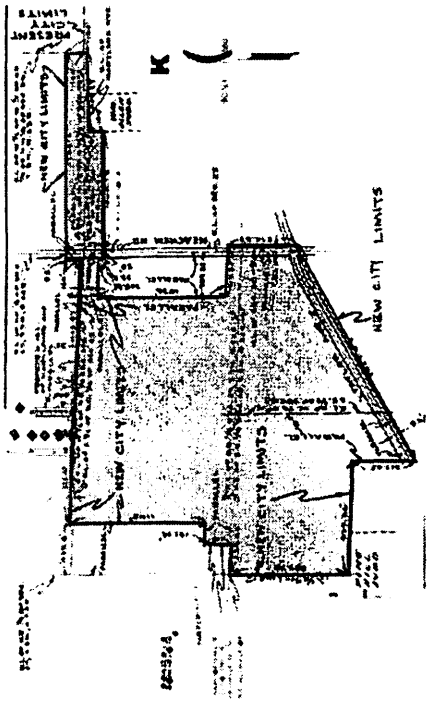
1. The Law on Contiguity.

a. The *Mt. Pleasant I* Decision.

The Town bases its challenge to the City's Ordinance on the Wisconsin Supreme Court's decision in *Mt. Pleasant I.* In *Mt. Pleasant I*, the issue before the Court was whether an ordinance of the City of Racine annexing certain lands in the Town of Mt. Pleasant was void because the proposed area to be annexed was not contiguous to the City of Racine under the statutory provisions then in effect for annexations. The annexation at issue was initiated, like the present case, by a private petitioner.

The petitioner in *Mt. Pleasant I* sought to have the City annex a 145 acre tract of non-

contiguous land. The landowner filed a petition for annexation with the City. In order to satisfy the statutory contiguity requirements and connect the tract of land to the City, the landowner included within its petition for annexation a "corridor" of land which connected the land to the City. A diagram of the *Mt. Pleasant I* annexation is shown below:



The corridor was approximately 1,705 feet long, and varying in width from approximately 306 feet to 152 feet. The corridor was 153 feet wide where it touched the southwest corner of the Racine city limits and also where it connected with the boundaries of the annexed area. When the annexation ordinance was enacted, there was no dedicated street in existence through the corridor and there were no city streets giving access to the corridor.[27]

The trial court upheld the City's ordinance. The trial court found the corridor contains a full width street and that the area within the corridor contained or would provide all of the

[27]The main portion of the annexed property was platted for 328 residential lots. Prior to the annexation, the town had entered into a contract with the city providing for sewage disposal. The town had also received authorization to construct water public service to the area with water supplied by the city. The Town maintained a police force, was part of a school district and had an agreement for fire protection with the city and an adjacent village.

necessary services to the entire annexed area. Likewise, the trial court determined that the corridor provided a natural and practical connection whereby the area as a whole may be developed as an integral and homogeneous part of the city of Racine. Finally, the trial court determined that the city has a need for additional residential and shopping areas to provide for its expanding population. The trial court concluded that the annexation satisfied the statutory requirements, that the tract in question is contiguous to the city of Racine and that the tract is reasonably suitable or adaptable to city uses and needs.

On appeal, the Wisconsin Supreme Court reversed the trial court's decision, holding that the annexed area was not "contiguous" to the City under the annexation statute. In determining whether the annexation was "contiguous," the Mt. Pleasant Court developed a "rule of reason" standard to be applied to municipal annexations. *Id.*, at 46. [28] Under the "rule of reason standard," a circuit court is charged with determining whether the proposed boundary lines of an annexation are reasonable, i.e., they were not fixed arbitrarily, capriciously, or in the abuse of discretion. *Id.* at 46.

In developing the rule of reason standard, the Court recognized that the discretionary authority of a city to determine its own boundaries is not wholly without limitation. *Id.* at 45-46. The Court observed that the legislative intent of a municipal corporation is of a collective body and of compactness or contiguity. *Id.* The Court stated that an annexation which connects a municipality to an annexed area only by a corridor a "few feet wide" is inconsistent with this legislative intent:

> Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than

[28]The dissent in *Mt. Pleasant I* observed that the majority engrafted the "rule of reason" requirement on whether the contiguity requirement is met under an annexation statute. *Id.*, at 48-49.

> isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Id.

Based on the narrow dimensions of the corridor connecting the City of Racine to Mt. Pleasant, the Court found that the City of Racine's annexation of the Mt. Pleasant lands was unreasonable and constituted an abuse of discretion. *Id.*, at 47. The Court concluded that the annexation did not satisfy the contiguity requirement in the annexation statute and remanded the case to the trial court with instructions to enter judgment declaring the City of Racine's annexation order void and of no effect. *Id.*

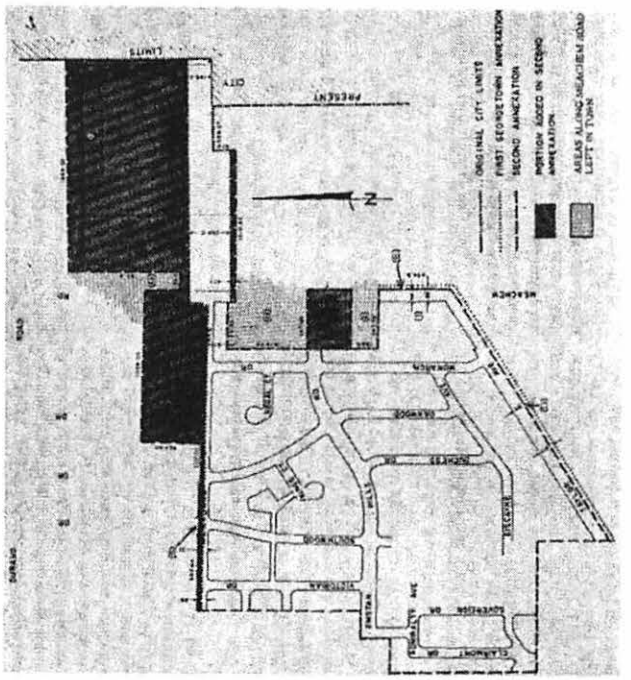
b. *Mt. Pleasant II* and its Progeny.

(1) *Mt. Pleasant II.*

Soon after *Mt. Pleasant I* was decided, the lands included in the proposed annexation were reconfigured by the landowner and made the subject of another petition for annexation. The concerns of the *Mt. Pleasant I* Court regarding the narrow corridor connecting the annexation were addressed by widening the annexed area. *Mt. Pleasant II,* 28 Wis. 2d at 521. The border of the annexation was expanded from 186 to 1,023 feet and the annexation was widened in various other areas as the annexation proceeded southbound toward the "balloon" or largest part of the annexation. *Id.* The changes to the initial annexation are summarized below:

> The important changes from the first attempted annexation are: (1) The area covered by the annexation was increased from 144 to 172 acres. (2) The strip connecting the territory to the city was widened from 186 to 1,023 feet (see A on map). (3) All of Maryland (sic) Avenue was included instead of just one-half (see B). (4) A 424-by-1,059-foot area was added north of Maryland Avenue (see C). (5) A 17-foot strip south of Taylor Avenue was eliminated by making that avenue the southern boundary for the area (see D). (6) A 22-foot strip east of Meachem Road was removed by making that road the eastern boundary (See E.) (7) A 292-by-397-foot section lying west of Meachem was added (see F).

Id. As shown in the following diagram taken from *Mt. Pleasant II,* the annexation continued to include relatively narrow areas of land and also remained relatively irregular in its shape. The portions added to the annexation following *Mt. Pleasant I* are shaded in black:



The Town again challenged the annexation under the rule of reason. *Id.,* at 524. Although the Town no longer challenged whether the dimension of the border between the City of Racine and the annexation was sufficient, the Town asserted that the annexation was void because the boundary lines were drawn so as to "arbitrarily eliminate electors from participating in the annexation proceedings and without regard for city needs and purposes." *Id.*

The trial court found that the City's annexation continued to violate the rule of reason notwithstanding the change in the dimensions of the annexation. *Id.* The Court determined that the ordinance inappropriately excluded at least twenty electors and further that the boundary lines remained unreasonable and unrealistic. *Id.* at 525.

The Wisconsin Supreme Court reversed the trial court's decision and upheld the City's annexation ordinance. *Id.* at 529. The Court found that the Town failed to demonstrate that the exclusion of electors from the annexed area was arbitrary, capricious, or unreasonable.[29] *Id.*, at 526. The Court, likewise, found that the Town failed to demonstrate that the configuration of the annexed area was arbitrary or capricious. *Id.*, at 528-529. In reaching its decision, the Court determined that the annexation did not impermissibly create any "islands" of Town property. *Id.*

The Court in *Mt. Pleasant II* also declined to impute any irregularities in the shape and configuration of the annexation to the City of Racine. *Id.* The Court emphasized that the shape of the annexation was attributable to the private party petitioner which the City was bound to accept:

> *Second*, in Fond du Lac the annexation proceedings were commenced by the city while in the present case the city was bound to accept the plan 'as is' since Racine Properties, Inc., was the petitioner.

Id.

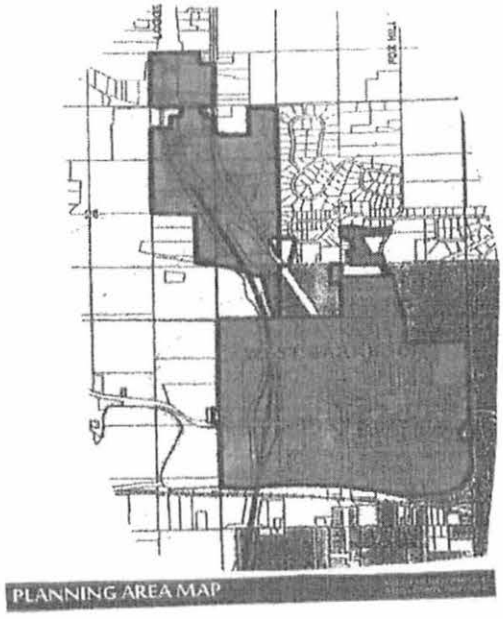
In upholding the configuration, the Court recognized that the annexation statute does not impose any requirements on the territory to be included in an annexation or require the boundaries to be established according to any pattern. *Id.* at 529. The Court emphasized that the boundaries of an owner initiated petition are discretionary to the petitioner. *Id.*

(2) *Town of Baraboo.*

The decision of the Court of Appeals in *Town of Baraboo,* 2005 WI App 96, ¶21 is further instructive. In *Town of Baraboo,* the north-south extension of an owner-initiated annexation by the Village of Baraboo was one and one-half times longer than the Village prior to the annexation. The annexation was connected to the Village "by a sliver of land just over 200

[29]The Court noted that the trial court impermissibly shifted the burden of proof to the City once the annexation was attacked as being unreasonable by requiring the City to demonstrate that there was a "sound municipal reason" for the exclusion of each and every piece of property not covered by the annexation. *Id.*

feet wide, at its southern tip." The town brought suit against the Village to have the annexation ordinance declared invalid. The town contended that the annexation at issue constituted an impermissible "gerrymandered" or "crazy quilt" municipal boundary. *Town of Baraboo*, 2005 WI App 96, ¶22. The annexed area appeared as shown below:



Source: Village of Baraboo's website; see also City's Brief in Opposition to the Town's Motion for a Temporary Injunction, p. 20.

On appeal from the circuit court's grant of summary judgment in favor of the Village, the Court of Appeals rejected the town's claim that the configuration of the annexation was invalid under *Mt. Pleasant I* and concluded that the boundaries and shape of the annexation did not violate the rule of reason. *Id.*, ¶23. The court found that although the annexation created an "arm like" extension of the northern boundary of the Village of Baraboo, the annexation was not a "shoestring" or "balloon on a stick" annexation "whereby the Village relied solely on a highway right-of-way to 'capture' a distant prized parcel." *Id.* The court emphasized that the annexation consisted of parcels flanking both sides of a highway corridor whose owners sought

annexation and that the corridor in question had experienced increased traffic flow and development pressure in recent years. *Id.* The court further emphasized that the annexation allowed the Village to plan for orderly commercial and industrial development served by appropriate municipal services. *Id.*

The court concluded that under the facts before it, there was no reason to deviate from the general rule that owner-initiated petitions should not be invalidated based on the arbitrary or irregular shape of the annexation:

> As in *Town of Campbell,* we do not find the present annexation to be of a kind that removes it from the "general rule" that owner-petitioned annexation should not be invalidated under the first component of the rule of reason. *See Town of Campbell,* 268 Wis.2d 253, ¶ 27, 673 N.W.2d 696 (concluding that it is "the better course to follow" more recent supreme court analysis of the issue as opposed to that in *Town of Mt. Pleasant).*

Id.

c. The Most Recent Statement of the Law: The *Town of Lincoln* Decision.

The requirements to satisfy the statutory contiguity requirement in a private party annexation were recently addressed by the Court of Appeals in *Town of Lincoln,* 2018 WI App. 33.[30] In *Town of Lincoln*, the ordinance at issue involved a "direct annexation by unanimous approval" under Wis. Stat. § 66.0217. The annexation was initiated by Whitehall Sand and Rail ("Whitehall Sand"). Whitehall Sand worked with property owners in the area and determined the properties to be included in the annexation petition.

Following the filing of the petition, the City's Mayor questioned the lands included in the petition because he believed that the boundaries created an impermissible island. Thereafter,

[30]As noted above, the Wisconsin Supreme Court accepted a petition for review of the Court of Appeals' decision in *Town of Lincoln.* The petition was accepted by the Court in early September of 2018.

Whitehall Sand discussed the matter with property owners and revised the annexation to include additional properties so as to address the Mayor's concern.

The annexation was ultimately made up of four phases. Phase one consisted of approximately 277 acres extending northward from the City's northern boundary, where the annexed territory and the City shared a border of approximately three-quarters of one mile. Phase two consisted of 292 acres, arranged in a ribbon approximately one-fourth mile wide, extending northwesterly from the northwestern corner of the phase one territory. Phase three consisted of approximately 380 acres, connected to phase two at its southern edge for approximately one-fourth mile before expanding both to the north and to the west. Finally, phase four consisted of approximately 300 acres located to the west of phase three. Phases three and four shared a boundary of approximately one-half mile.

The Town brought an action for declaratory relief against the City to have the annexation ordinance invalidated on the grounds, among others, that the annexed lands were not contiguous to the municipality as required by Wis. Stat. §§ 66.0217(2). The Town claimed that the annexation was not contiguous because the annexation constituted an impermissible "balloon on a string annexation" and the boundaries were "impermissibly gerrymandered." The Town further contended that the irregularities in the boundaries could be charged to the City because the City, not Whitehall Sand, established the properties included in the annexation.

The City moved for summary judgment dismissing the Town's claims that the annexation did not satisfy the statutory contiguity requirements.[31] The circuit court granted the City's motion and dismissed the Town's complaint. In reaching its decision, the circuit court

[31]The Town asserted several other challenges to the annexation ordinance at issue. *Id.*, ¶¶*8-10.* The circuit court dismissed these challenges as being beyond the scope of judicial review of a direct annexation. *Id.*, ¶11. The Court of Appeals upheld the trial court's dismissal of the Town's claims with the exception of the contiguity requirement. *Id.*, ¶27.

determined that contiguity under Wis. Stat. § 66.0217 required only that the annexed territory was in physical contact with an existing City boundary. The Court found that the City and the annexed areas were in physical contact with each other and therefore dismissed the Town's claims.

The Court of Appeals subsequently affirmed the circuit court's decision. *Id.*, at ¶50. In reaching its decision, the Court reviewed the contiguity requirement and ruled, contrary to the circuit court, that a finding of statutory contiguity requires more than physical contact between a municipality and the annexed territory. *Id.*, at ¶30. The Court determined that "contiguity" also requires a finding that the boundaries and configuration of the annexed territory in relation to the existing municipal boundaries are not "arbitrary under the first prong of the rule of reason." *Id., citing Mt. Pleasant I,* 24 Wis. 2d at 45–46.

As to the first requirement for statutory contiguity, the Court observed that there is no single definition of the term "contiguity" in Wis. Stat. § 66.0217. *Id.*, ¶32. The Court found that under Wisconsin Supreme Court decisions, the trend was to "require at a minimum some significant degree of physical contact between the properties in question." *Id., quoting Town of Delevan v. City of Delevan*, 176 Wis. 2d 516, 528, 500 N.W.2d 268 (1993). The Court observed, however, that the absence of physical contact between two properties does not necessarily preclude a finding of statutory contiguity. *Id.* The Court noted that the Wisconsin Supreme Court found statutory contiguity despite a twenty-three foot gap between the municipality and the annexed properties *Town of Lyons v. Lake Geneva*, 56 Wis. 2d 331, 335-336, 202 N.W.2d 228 (1972) and despite a 400 foot stretch of water which divided the municipality from the annexed lands in *Town of Delevan. Id.*, ¶33.

The Court held there are two circumstances in which a town may challenge the

boundaries of an annexation on contiguity. The first circumstance is where the annexing municipality is one of the petitioning landowners or where the municipality is shown to be the true controlling influence in selecting the boundaries for an annexation. *Id.*, ¶39. The Court observed that "influencing" in the context of an annexation, means more than providing mere technical assistance or recommendations to the petitioners. *Id.* "Influencing," the Court determined, refers to conduct by which the "annexing authority dominates the petitioners so as to have effectively selected the boundaries" of the annexation. *Id.*

The second circumstance is when boundaries of the annexation are of an "exceptional shape" demonstrating shoestring, gerrymandered or crazy quilt municipal boundaries. *Id.* The Court recognized that a Town may challenge contiguity in this circumstance even when a private landowner initiates the annexation and sets the boundaries for the lands to be annexed. *Id.*

The Court ruled, however, that a Town's ability to challenge an ordinance based on the boundaries of a private party petition is limited to only the most egregious situations in which the land connecting the municipality to the target of the annexation is so narrow that the target of the annexation represents an "island"—either in actuality or in essence—apart from the municipality's existing territory. *Id.*, ¶¶39, 46-47. Mere irregularities in shape or the presence of an "arm-like extension" from the municipal boundary are insufficient, in and of themselves, to invalidate an annexation on grounds of arbitrariness. *Id.*, ¶46. The Court explained:

> To elaborate, our understanding of existing law is that, to the extent an arbitrariness/exceptional shape analysis still applies to owner-initiated annexations, *see supra* n.7, the analysis is designed to protect against only the most egregious configurations. Specifically, annexations cannot add territory that represents an "island"—either in actuality or in essence—apart from the municipality's existing territory. *See, e.g., Town of Mt. Pleasant*, 24 Wis. 2d at 46, 127 N.W.2d 757 (discussing the need to avoid "annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide"). *All of the various, colorful metaphors used to describe what constitutes an arbitrary configuration seem concerned with this type of extreme result.*

> *So long as no part of the annexed territory is so narrow as to effectively create such an island, the petitioners' choice of boundaries is not unreasonable.*

Id., ¶47 (emphasis added).

Applying the contiguity standards to the case before it, the Court first held that the annexation at issue in *Town of Lincoln* satisfied the statutory physical contiguity standard. *Id.*, ¶34. The Court found that the connection point between the annexed lands and Whitehall Sand in Phase 1, which was three-quarters of one mile, constituted a "significant degree of physical contact" so as to satisfy the contiguity requirement. *Id.* The Court noted that the connection point in Phase 1 gave "physical contiguity to the entire annexed area." *Id.*

The Court next found there was no evidence in the record that the Whitehall had any involvement in, or influence over, setting the boundaries of the annexation such that irregularities in the annexation could be imputed to Whitehall Sand. *Id.*, ¶43. The Court determined that the mayor's advice to Whitehall Sand regarding the legality of the boundaries selected by the private landowner did not constitute "influence" over the selection of the boundaries such that Whitehall could be charged with any arbitrary action in drawing of the boundary lines. *Id.* The Court reasoned that a municipality's provision of technical assistance or suggestion of land to be included in an annexation to comply with legal requirements does not, as a matter of law, rise to the level of influence required to impute the boundaries selected to the City. *Id.*

Finally, the Court held that the annexation was not of an "exceptional shape" so as to render the boundaries arbitrary and in violation of the contiguity requirement. *Id.*, ¶46. The Court initially determined that the boundaries of the annexation did not create a gerrymandered island nor was the annexation of a "crazy quilt" configuration." *Id.*

The Court likewise found that the subject annexation did not constitute an impermissible

"balloon on a string." *Id.*, ¶48. In so finding, the Court compared the configuration of subject annexation with the shape of the annexation in *Mt. Pleasant I*. *Id.*, ¶48. The Court observed that the 145 acre target of the annexation in *Mt. Pleasant I* was connected to the city by a long, narrow corridor or "string" of approximately 1700 feet in length that varied in width between 150 and 300 feet with its narrowest point where the annexed territory connected to the municipality. *Id.* In contrast, the Court found that the "balloon" or target of the Whitehall Sand annexation was 300 acres and was connected to Whitehall by lands which totaled nearly 950 acres. *Id.* The narrowest point of the annexation was over 1,000 feet and was part of a 300 acre parcel in Phase 2 of the annexation. *Id.*, ¶49. Based on its analysis, the Court concluded that the Whitehall Sand annexation, unlike the annexed lands in *Mt. Pleasant I,* did not constitute a "shoestring configuration" whereby the annexed territory included "isolated areas connected by means of a technical strip a few feet wide." *Id.* [32]

2. The City's Annexation Satisfies the Contiguity Requirement As Established under the *Town of Lincoln* Decision.

a. There Is a Significant Degree of Contact Between the City and the Lands Which Are the Subject of the Petition.

In the present case, the connection point between the City and the annexed lands unquestionably meets the contiguity requirement in Wis. Stat. § 66.0217(3). The border between the City and the annexed areas is in excess of 200 yards. The contact area plainly constitutes a "significant degree of physical contact" between the City and the annexed properties. *Town of Delevan*, 176 Wis. 2d at 528. It also most certainly meets the expanded definition of "contiguous" adopted by the Court in *Town of Lyons*. As such, the first prong of the "contiguity" test set forth in the *Town of Lincoln* is satisfied in this case.

[32]The Court further observed that there was no evidence that the "string" territory in the annexation at issue was included merely as a means of reaching the alleged "balloon territory." *Id.* The evidence showed that all phases of the annexed territory were going to be used for mining operations. *Id.*

b. The City Did Not Influence Selection of the Annexation Boundaries.

The second part of the *Town of Lincoln* test for contiguity is whether there is evidence that the City influenced selection of the boundaries for the annexation such that any irregularities may be imputed to the City. As discussed at length above, there is absolutely no evidence that the City had any involvement in, or influence over, setting the boundaries of the annexation. As a result, there is no basis to impute any irregularities in the boundaries of the annexation to the City. The second prong of the *Town of Lincoln* test has been satisfied.

c. The Configuration of the Annexation Satisfies the Contiguity Requirement for an Owner Petitioned Annexation.

The annexation further meets the contiguity standard in *Town of Lincoln*. There is no part of the annexed territory that is so narrow that the target of the annexation, i.e., the Kohler Land, represents an "island"—either in actuality or in essence—apart from the City. Stated differently, the City, through the annexation, did not add an island, either in actuality or in essence, apart from the City's existing territory. Likewise, the shape and configuration of the annexation is not so irregular so as to provide any basis to overturn the City's Ordinance on contiguity grounds.

This conclusion is borne out by the overall dimension and shape of the annexed lands in the Kohler annexation. The connection point between the City and the annexed lands is in excess of two football fields in width. The connection point is more than three times the width of the connection point in the annexation upheld by the Court of Appeals in the *Town of Baraboo* and four times greater than width of the connection point at issue in *Mt. Pleasant I.*

The overall width of the lands in the Kohler annexation is substantially greater than *Mt. Pleasant I.* As the annexation proceeds south and east toward the Kohler Land from the

connection point, the annexation area ranges from 190 feet wide at its narrowest point, which is two-thirds of the widest point in the *Mt. Pleasant I* annexation, to 1,450 feet wide, which is almost five times the widest dimension of the *Mt. Pleasant I* annexation.

Viewed individually, the component parts of the lands connecting the Kohler Land to the City are also substantially larger and different in their composition from their counterparts in *Mt. Pleasant I.* The vertical arm attaching Kohler's annexation to the City, which is comprised of Parcels 1 through 3, is significantly larger in dimension than any aspect of the corridor in *Mt. Pleasant I.* Parcel 1 of the Kohler annexation, which is part of the Riverdale golf course, is over 19 acres in size. Parcels 2 and 3, which are owned by the City, combined are over 29 acres. The Kohler annexation is in stark contrast to the extremely narrow and long corridor in *Mt. Pleasant I* which measured which measured 1,705 feet in length and varied in width from approximately 152 feet to approximately 306 feet.

Moving beyond the arm in the Kohler annexation and traveling south and east toward the Kohler Land, there is no segment of the annexation which can reasonably be described as a "technical strip a few feet wide" which the Court in *Mt. Pleasant I* found objectionable or which is so narrow so as to add an island apart from the City. While smaller "out lots" and "rights of way" are incorporated into the Kohler annexation in areas such as parcels 11 through 15 and 17 through 25, these parcels are bordered by additional and larger parcels of land which are included in the annexed lands. The combination of the parcels results in a significantly larger overall territory.

The overall shape and appearance of the Kohler annexation is likewise not so arbitrary or unreasonable that it can or should be invalidated. The configuration of the Kohler annexation is similar in shape and dimension to the annexation the Wisconsin Supreme Court upheld in *Mt.*

Pleasant II. Like the *Mt. Pleasant II* annexation, the Kohler annexation consists of an "arm" of land which proceeds in a southbound direction from the City. The annexation then moves to the east and south where it eventually connected with the annexation "target", i.e., the Kohler Land. The parcels included in the Kohler annexation, while varying in dimension, are substantial in dimension and similar to the annexation approved by the Wisconsin Supreme Court in *Mt. Pleasant II.*

The character and utility of the properties connecting the City to the Kohler Land are also significantly different than the properties in the corridor connecting Mount Pleasant to the target of the annexation in *Mt. Pleasant I.* The corridor in *Mt. Pleasant I* did not have an identified current or future purpose. The corridor did not have a dedicated street within it and no city streets provided access to it. The corridor's only identified value or purpose was to serve as the "string" connecting Mount Pleasant to the target of the annexation.

The parcels included in the Kohler annexation have far greater utility and purpose and are akin to those lands upheld by the Court of Appeals in *Town of Baraboo.* Parcels 2 and 3 of the "arm" of the Kohler annexation were purchased by the City prior to the annexation for the express purpose of the development of single family residences. Parcel 2, the former Poth Farm property, exceeds 19 acres in size and is capable of accommodating 110 single family residences as well as a small park. Parcel 1, which is also in the arm, is part of the Riverdale golf course. The balance of the land from Parcel 3 of the annexation to the Kohler Land is likewise developed or capable of being developed. The land includes parcels with existing single family residences, undeveloped subdivision parcels and segments of the Riverdale golf course. The City has a need to annex these properties and the Kohler annexation facilitates the orderly development of the City as envisioned in the City's 2000 and 2011 Comprehensive Plans.

The *Mt. Pleasant II*, *Town of Baraboo* and *Town of Lincoln* mandate upholding the City's Ordinance and annexation of the Kohler Land in this case. The City's annexation of the Kohler Land does not create in essence or actuality an island. Likewise the presence of an "arm like" extension in the annexation and the somewhat irregular shape of the annexation are insufficient, in and of themselves, to invalidate the annexation. The lands included in the City's annexation are substantial in dimension and are significantly different than the narrow corridor which the Wisconsin Supreme Court invalidated in *Mt. Pleasant I.*

The Town's repeated insistence throughout this case and in its post-trial brief that the Kohler annexation is factually "indistinguishable" from the annexation overturned in *Mt. Pleasant I* are unsustainable. There is no basis to overturn the City's Ordinance annexing the Kohler Land on contiguity grounds.

In its post-trial brief the Town does not discuss in any meaningful way or distinguish the decisions which substantially limit the applicability of the *Mt. Pleasant I* decision in owner-petitioned annexations. The Town's post-trial brief does not even mention the 2018 Court of Appeals decision in the *Town of Lincoln,* which, similar to the decades of decisions before it, questions not only the applicability of *Mt. Pleasant I* to an owner initiated annexation but the viability of *Mt. Pleasant I* in owner initiated annexations. The Town also does not reference or in any way attempt to distinguish the *Town of Baraboo* or *Mt. Pleasant II* decisions which support the validity of the Kohler annexation.

The Town's remaining arguments in its post-trial brief for invalidating the annexation on contiguity grounds similarly provide no basis in law or in fact to overturn the City's Ordinance. The Town first argues that the Kohler annexation is not contiguous to the City because "Kohler built an annexation string" solely for the purpose of connecting the Kohler Land to the City. The

Town claims, without any supporting authority, that any time a private property owner such as Kohler files a petition for annexation in which the target land is connected by a "corridor" of land, the annexation violates the contiguity requirement:

> Regardless of the label, however, the rationale is the same. "Contiguity is not satisfied when a private party targets non-contiguous land for annexation and creates a corridor of land for the purpose of "connecting" to a city or its services.

Town Post-Trial Brief, p. 27.

The Town's position is unsupported in Wisconsin law. There is nothing in Wisconsin statutes or the common law which prevents a landowner seeking annexation from designing the boundaries of an annexation to achieve a physical connection between the target of the annexation and a municipality. The annexation statute, Wis. Stat. § 66.217 *et. seq.* allows private property owners to pursue petitions for annexation with a municipality. In so doing, Wis. Stat. § 66.217 does not does not control or restrict how a private petitioner designs the boundaries of the lands connecting the target of an annexation to a municipality. The statutory language only requires that the municipality is contiguous to the land to be annexed. *Wis. Stat. § 66.217.*

Likewise, Wisconsin courts do not prohibit landowners from designing the boundaries of an annexation to connect the target of an annexation to a municipality. In the decisions since *Mt. Pleasant I*, Wisconsin courts have given great deference to the desires of landowners to become part of a municipality. Private landowners are granted broad discretion in designing the boundaries of an annexation so as to ensure the success of an annexation petition. Private party petitioners are not required to include any specific amount of territory in a petition nor are they required to draw the boundaries according to any set pattern. *Mt. Pleasant II,* 28 Wis. 2d at 529. Private property owners are likewise under no obligation to include areas in an annexation which are of no concern to them and may design the boundaries so as to ensure the success of the

annexation. *Town of Campbell*, 2003 WI App. 247, ¶21; *Town of Pleasant Prairie*, 75 Wis. 2d at 342; *Town of Waukesha,* 58 Wis. 2d at 532.

Private party petitioners may, as Kohler did in this case, even include a portion of a parcel in an annexation while excluding the remainder of the parcel from the annexation. Again, as a private landowner, Kohler had the right to design the boundaries of the annexation as Kohler saw fit. As recognized by the Court of Appeals in the *Town of Lincoln*:

> The Town also argues the annexation divides certain properties that were originally subject to a single legal description, such that those properties are now partly inside the annexed territory and partly outside the annexation boundaries. Yet, in a direct annexation by unanimous approval, such matters are left to the discretion of the petitioning landowners, who have the right to act in their best interests as they see them. *See Town of Campbell*, 268 Wis. 2d 253, ¶ 21, 673 N.W.2d 696. As such, their decision to include or exclude certain portions of their property does not per se demonstrate arbitrariness. *See Town of Baraboo*, 283 Wis. 2d 479, ¶¶ 21–22, 699 N.W.2d 610.

Town of Lincoln, 2018 WI App. 33, ¶46, fn. 8.

In its post-trial brief, the Town further suggests that Kohler's annexation should be scrutinized more carefully because the petition was a non-unanimous petition. *See Town Post-Trial Brief, pp. 17, 23.* The Town emphasizes that Kohler's annexation petition was supported by "only five" signatures. *Id.* The non-unanimous nature of the annexation is of no consequence to the validity of the annexation.

Section 66.0217(3) expressly recognizes the ability of a municipality to annex territory contiguous to a municipality based on a "direct annexation by one-half approval." The legislature, in crafting the language for direct annexation by one-half approval, did not impose any additional requirements on non-unanimous annexations. The statutory language for a non-unanimous direct annexation, like that of a unanimous direct annexation, requires only that the land to be annexed be "contiguous." *See* Wis. Stat. §§ 66.0217(2), (3).

Wisconsin courts also do not distinguish between unanimous and non-unanimous owner-initiated in reviewing annexations under the rule of reason. *Town of Pleasant Prairie*, 75 Wis.2d at 341-342. In *Town of Pleasant Prairie*, the Wisconsin Supreme Court upheld the right of a landowner in a non-unanimous direct annexation to design an annexation as the landowner saw fit notwithstanding the presence of dissenting landowners included in the properties to be annexed. *Id.* at 342. The Court found that where direct annexation proceedings are initiated by a property owner in a non-unanimous annexation, any irregularities or arbitrary action in drawing the boundary lines cannot be imputed to the annexing municipality despite the presence of dissenting landowners. *Id.*, at 339-340. In finding that the existence of objecting landowners does not provide a basis to invalidate an annexation, the Court stated:

> The mere existence of objections to annexation among some affected landowners does not invalidate the annexation. Where no electors reside on the land to be annexed, the legislature has provided that annexation may be accomplished on the basis of a petition signed by the owners of half the land in area or half the real estate in assessed value. Sec. 66.021(2)(a)2, Stats. Where all landowners (and electors if any) are in favor of annexation and sign the petition, the special streamlined procedure created by sec. 66.021(12) may be employed. It is implicit in these provisions that under sec. 66.021(2)(a) the property of minority landowners may be annexed without their acquiescence. The legislature would not have made separate provision for the case of annexation by unanimous approval if it were intended that unanimous approval be required where annexation is sought under the general provisions of sec. 66.021(2), Stats. As we recognized in the Town of Madison Case, majority rule may be a hardship upon minority landowners. However, the statute is clear and unambiguous in requiring this result. If a different result is to be achieved the remedy lies with the legislature, not with the courts.

Id. at 342-343.

In the present case, the presence of landowners who do not support the annexation does not provide any legal basis to invalidate it. Kohler had the right, as the property owner did in *Town of Pleasant Prairie*, to avail itself of the provisions in Wis. Stat. § 66.0217(3) which permit "direct annexation by one-half approval."

In sum, the Town has not demonstrated anything about the boundaries of the Kohler annexation which would warrant invalidating the annexation on contiguity grounds. The Town has not shown that any portion of the lands between the City and the Kohler Land are so "egregious" and narrow so as to render the Kohler Land, either in actuality or in essence, an island apart from the City's existing territory. Likewise, the Town has not pointed to anything in terms of the shape or size of the annexation which supports any claim that the annexation is invalid. The Town's insistence that *Mt. Pleasant I* controls in this case is legally and factually unsupported. As in *Town of Baraboo*, this Court finds nothing about the City's Ordinance annexing the Kohler Land which supports deviating from the general rule that irregularities in an owner-initiated petition cannot be imputed to the City under the rule of reason. The Kohler annexation satisfies the contiguity requirement. The Court upholds the City's ordinance.

D. The City and Kohler Demonstrated a Present or Demonstrable Future Need for the Annexed Property.

In reviewing an annexation, the rule of reason requires the court to consider whether the City has some reasonable present or demonstrable future need for the annexed territory. *Town of Pleasant Prairie*, 75 Wis. 2d at 334. As a corollary to this requirement, an annexation must be reasonably suitable or adaptable to City needs. *Id.*

The need requirement furthers public policy favoring orderly growth of urban areas by preventing irrational and arbitrary annexation of territory. *Town of Sugar Creek v. City of Elkhorn*, 231 Wis. 2d 473, 483, 605 N.W.2d 274 (Ct. App. 1999). When a municipality initiates the annexation proceeding, the factors deemed relevant to establishing need must be scrutinized closely by the court. *Id.* Where, however, a property owner such as Kohler initiates an annexation proceeding, courts must be responsive to the desire of a property owner to be located in a particular municipality. *Id.* In cases involving direct annexation initiated by a private

property owner, the court is required to consider factors in the need analysis including applicable zoning ordinances, development goals, and available services. *Id.*

To sustain the validity of an annexation the annexing municipality need not have a pressing, imperative need for the territory. *Town of Pleasant Prairie*, 75 Wis. 2d at 334. A showing of a reasonable need is sufficient to sustain annexation. *Id.* In *Town of Pleasant Prairie,* the Court provided the following non-exclusive list of factors which are relevant to the question of reasonable need:

- the necessity for reasonable and orderly plans for municipal development;
- an increase in population and the existence of growth overflowing existing boundaries;
- a need for additional area for industrial or residential construction to accommodate present and reasonably anticipated future growth;
- extension of police, fire, sewer and other services to a substantial number of residents of adjacent areas;
- and the avoidance of pollution problems that might result from reliance on septic tanks in developing the annexed area.

Id., at 335-336.

In *Town of Sugar* Creek, the Court of Appeals held that a City's desire to expand its zone of economic interest as relevant to determining reasonable need.[33] *Town of Sugar* Creek, 231 Wis. 2d at 482-483. The factors which the Court recognized as supporting a municipality's zone of economic interest include future benefits to a city; the necessity for sensible and systematic plans for urban development; the need for more land to accommodate present and future industrial development; commercial or residential construction; and the goals for the development of the annexed parcel as all supporting reasonable need. *Id.* In recognizing the

[33]In *Town of Sugar Creek*, the Court found that the list of factors relevant to reasonable need identified by the Court in *Town of Pleasant Prairie* was not all inclusive. *Id.*

zone of economic interest as a need supporting municipal annexation, the Court in *Town of Sugar Creek* approved the following testimony from the city's expert:

> [C]ities have a need and in a sense they also have an obligation to their residents to enhance and protect the economic growth and social well-being of the community, and that economic well-being in particular rests on the economic base, activities in the communities. By economic base, we're talking about the basic industries and manufacturing institutions that bring jobs and economic money into the committee [sic]. In this case we have really two situations reverting economic base. We have both the existing economic base represented by the Mann Brothers and other ongoing business. We also have the potential for additional economic base activities that's implied by the likely expansion of economic activity along the [state trunk highways] 12–67 aerial [sic]....
>
> This is fairly well-known in the area but when you have an economic base activity; it helps the community in several ways. It's not just the taxes that it pays, it's the...salaries and wages it pays to it's employees that support local businesses. It's the direct transfer of funds to other businesses in the area that they may use and the multiplier of all of those effects. So from the standpoint of the City's need to protect their current and future economic needs, the annexation is needed. It's also needed not just for the existing activities, but for the potential future activities along, ah, that highway corridor.

Id. at 481.

In cases of direct annexation, a property owner's need may be sufficient, in and of itself, to meet the need factor under the rule of reason. *Town of Pleasant Prairie*, 75 Wis. 2d at 334; *Town of Campbell v. City of La Crosse*, 2003 WI App. 247, ¶30, 268 Wis. 2d 253, 673 N.W.2d 696; *Town of Lafayette v. City of Chippewa Falls,* 70 Wis.2d 610, 629-30, 235 N.W.2d 435 (1975). Accordingly, a property owner's need for municipal services that the annexing municipality alone can satisfy meets the need factor. *Town of Pleasant Prairie*, 75 Wis. 2d at 334; *Town of Campbell v. City of La Crosse*, 2003 WI App. 247, ¶30, 268 Wis. 2d 253, 673 N.W.2d 696; *Town of Lafayette*, 70 Wis.2d at 629-30. A property owner's desire to obtain a change of zoning on its land or to develop that land also satisfies the need requirement. *Town of Pleasant Prairie*, 75 Wis. 2d at 329. A property owner may seek annexation from a municipality

to pursue what is in the owner's best interests. *Id.* The Court in *Town of Pleasant Prairie* explained:

> We find nothing in this state of affairs which would justify invalidating the annexation now before the court. The Town's assertion that the sole purpose behind the annexation was to obtain a change in zoning is misleading. The Ganglers' purpose was to develop their land, preferably for industrial use, which required zoning and municipal services not available in the Town. It cannot be doubted that a purpose to develop one's land is legitimate, and this court has stated that property owners may seek annexation in pursuit of their own perceived best interests. Town of Lafayette v. City of Chippewa Falls, 70 Wis.2d 610, 629, 630, 235 N.W.2d 435 (1975); Town of Waukesha v. City of Waukesha, 58 Wis.2d 525, 530, 206 N.W.2d 585 (1973). Cf. Town of Madison v. City of Madison, 12 Wis.2d 100, 106 N.W.2d 264 (1960), in which the court recognized that removal of the burden of town zoning ordinances on property in the town owned by the city of Madison was a legitimate goal of the annexation proceeding. We hold that a direct annexation not otherwise in conflict with the rule of reason is not invalidated because the petitioners are motivated by a desire to obtain a change in the zoning of their land.

Id. at 329-330 (internal citations omitted).

Applying the foregoing authorities to the present case, the Court finds that the "need" factor under the rule of reason has been satisfied. First, and foremost, the City showed a present or demonstrable future need for the annexed property. The most obvious example is in the expansion of residential housing. The City has historically lagged behind other municipalities in developing single family residential housing for those who moved to and/or work in the City. The City estimates it needs to add approximately 73 single family housing units per year to accommodate the demand.

The subject annexation allows the City to expand its available residential housing by bringing the Poth Farm, which the City purchased several years earlier for the express purpose of expanding its available residential housing, within the City's boundaries and jurisdiction. By means of the annexation, the City can now more efficiently and cost-effectively bring municipal services to the Poth Farm area which lowers the entry cost for residential development in the

area. Expansion into the Poth Farm area provides the City with an additional 110 single family residential sites. The City's need to expand residential housing to accommodate population growth and expand economic opportunity, alone, meets the reasonable need standard *Town of Pleasant Prairie*, 75 Wis. 2d at 335-336; *Town of Sugar* Creek, 231 Wis. 2d 473 at 482-483.

Likewise, residential development in the Poth farm land further increases the potential for the expansion of residential housing in other areas of the annexation. Expansion of municipal services into an area lowers the entry cost for other developers to move forward with residential development in other areas. The City's interests in expanding its population and to annex land to facilitate future population growth also satisfies the need requirement. *Id.*

Annexation further provides the City with the ability to achieve its long term economic planning and goals. In its 2000 and 2011 Comprehensive Plans, the City realized that its future viability depends upon its ability to capture a portion of the economic growth occurring outside of the City's boundaries. Like other municipalities, the City is faced with the cost of providing greater services, including those that benefit the entire region, while surrounding jurisdictions realize the region's growth and economic benefits.

The City's annexation of the lands in the Kohler petition allows the City to realize the economic benefits associated with the expansion of residential single family housing as well as Kohler's development and operation of a world class golf course. These economic benefits include substantially increased tax revenues, the creation of 227 new full time jobs, significant increased expenditures for local hospitality, retail, food and beverage and an $87,000 increase in the school property tax base. The City's desire to effect a reasonable and orderly plan for municipal expansion, development and economic growth satisfy the need requirement under the rule of reason. *Id.*

The annexation further benefits the City's Water Utility by creating greater economies of scale in the operation of the existing water utility infrastructure. The expansion of the water utility in a southerly direction along 12th Street and 18th Street in the annexed lands increases residential and commercial users who, in turn, fund the operation of the water utility. This is also a recognized need for an annexation. *Id.*[34]

Kohler also demonstrated need for annexation. Kohler owns a substantial portion of the lands subject to the annexation and has an economic interest in developing those lands into a world championship golf course. Like any other business, Kohler was in need of a partner to help it achieve its business and economic goals.

Kohler first sought to work with the Town of Wilson on the golf course development. Over time, however, Kohler's prospects of achieving approval of its application for a conditional use permit for the development of a golf course decreased significantly. The Town's residents, many of whom opposed the construction of a golf course in the Town, elected a majority to the Town Board that opposed the golf course development including the Town Board Chair, Ehmann, Stoelb and DesJardins.

Ehmann and Stoelb were affiliated with the Friends of the Black River which is a group that was organized to oppose the golf course and which filed lawsuits to stop the golf course from being built. Before being elected to the Board, Ehmann and Stoelb publicly opposed the golf course. They participated in campaigns, both written and oral, to inform the public as to why the Kohler's golf course development was not permitted under the Town's 20 year

[34]In finding the City demonstrated a reasonable present or future need, the Court is not relying solely on the apparent ability of the City to provide services to the annexed area. *See City of Beloit v. Town of Beloit*, 47 Wis. 2d 377, 389-391, 177 N.W.2d 361 (1970). The court recognizes that because a particular city is better able to provide services does not, in and of itself, satisfy the rule of reason. *Id.* The record in this case, however, contains substantially more. The record demonstrates that the annexed land has been in the City's long range growth plans for future economic growth, expansion and development for several years. Moreover, the evidence in this case demonstrates that the City stands to gain economically by extending services to the annexed lands as the addition of lands offsets the cost of the City's water utility.

comprehensive plan as well as the Town's zoning code. DesJardins similarly opposed the golf course development and believed that a golf course development was inconsistent with the Town's Comprehensive Plan.

Ehmann appointed another opponent of the golf course development, Roger Miller, as Chair of the Town's Plan Commission. The Plan Commission was responsible for evaluating Kohler's application for a conditional use permit and making recommendations to the Board regarding the application.

In light of these developments, Kohler reasonably believed that it may never obtain Town Board approval of its proposed golf course development. If Kohler wanted to develop its land in the manner which Kohler believed was in its best interests, it needed a new partner which shared in its vision, a partner which it found in the City. Kohler had a right to move forward with the City, rather than the Town, and pursue its economic best interests and to proceed in a manner which would allow Kohler to develop its land as it chose to do. *Town of Pleasant Prairie*, 75 Wis. 2d at 329.

Kohler also had the right to pursue the annexation in order to seek zoning which would allow for construction of the golf course on the Kohler Land. *Id.*, at 329. Although the Town Board never formally rejected Kohler's application for a conditional use permit, the Town Board members historically opposed the golf course development as being inconsistent with the Town's Comprehensive Plan and its zoning ordinances. Kohler reasonably believed that Ehmann, Stoelb, DesJardins and Miller would not take a different approach when it came time to finally address and vote on Kohler's application for a conditional use permit.[35]

[35]Kohler was not bound to accept the Board members' later claims that they would approach voting on Kohler's application in an open and unbiased manner.

Kohler's other stated reasons for the annexation also satisfy the reasonable needs standard. Kohler expressed doubt over the Town's ability to provide needed services to the golf course development. While Kohler intended to provide water to its golf course through a high capacity well, Kohler determined that it would benefit from the availability of the City's municipal water source. Municipal water ensured that there would be sufficient water available for the club house and other buildings constructed in conjunction with the golf course development.

Likewise, the availability of municipal water for the City's full-time professional fire department, including local hydrants on the Kohler premises, provided Kohler with better fire protection for the buildings on the golf course development than the Town's volunteer fire department, which relied on transporting water to fire scenes. Kohler's desire for municipal water which the City could provide, but the Town could not, satisfies the need requirement. *Town of Campbell*, 2003 WI App. 247, ¶31.

Kohler's concern that reliance on a high capacity well to provide water for a golf course development in the Town would unreasonably expose Kohler to damage claims from local property owners further justifies Kohler's need for the annexation. Although the various experts opined that Kohler's operation of a high capacity well would not unreasonably drawdown the aquifer or jeopardize the availability of water for surrounding residents, Kohler nonetheless faced the risk that the Town's residents, many of whom opposed Kohler's construction of a golf course, would assert claims for damages to their wells due to Kohler's operation of its golf course. Kohler was entitled to consider the potential of future claims and the cost of litigating those claims. Kohler was further entitled to conclude, notwithstanding the opinions of the experts, that the risk of numerous claims and litigation from the Town's residents was

prohibitive and supported Kohler's need to petition for annexation with the City. Again, Kohler was entitled to act in its own best interests in pursuing annexation with the City. *Town of Pleasant Prairie*, 75 Wis. 2d at 329.

The Town seeks to challenge the credibility of the needs set forth by the City and Kohler. The Town asserts that the needs set forth by Kohler and the City were mere creations of Kohler and the City and not based on any real need on behalf of either party to the annexation. The Town's efforts to undercut the stated needs of Kohler and the City are unsupported.

The Court had the opportunity to observe Hoekstra from Kohler and Sokolowski and Pelishek as well as the other witnesses from the City, who provided the primary testimony at trial regarding the reasonable need factor and found these witnesses and their testimony to be credible. The witnesses did not appear in any way to be engaging in revisionist history to demonstrate need.

The testimony of the City witnesses as to need was corroborated by the historical factual record. The 2000 and 2011 Comprehensive Plans document the City's desire, long prior to Kohler's annexation petition, to pursue economic opportunities in the annexed lands including the development of single family housing on these lands.

Kohler's concerns regarding moving forward with a golf course in the town were based on events occurring contemporaneous to its application for a conditional use permit. The newly elected majority of the Town Board historically opposed Kohler's development of a golf course in the Town of Wilson. It is further unquestioned that the Town could not provide a municipal water source for either operation of the golf course or to protect Kohler's assets in the event of a fire, and had no plan to provide such a water source. Hoekstra's testimony regarding the negotiations between the City and the Town over a border agreement was also uncontested.

The Town's claim that the needs of Kohler and the City were manufactured for purposes of litigation is further contradicted by the terms of the proposed Pre-annexation Agreement which was negotiated *before* Kohler filed its Petition. The Agreement memorializes the City's and Kohler's respective wants and needs relative to the proposed annexation and corroborates the testimony of the witnesses.[36]

The Town next challenges the City's stated needs for the scope of the lands included in the annexation. The Town asserts that if the City's need for the annexation was to increase the availability of single family residential housing, it would only "need" parcels 2 and 3 of the annexation as the remainder of the land is either already developed or cannot be developed.

The Town's challenge to the scope of the land included in the annexation is in conflict with the law on annexation in Wisconsin. In an owner initiated annexation such as Kohler's, the City cannot pick and choose the lands in the annexation it wants and does not want—the choice of the boundaries of an annexation and the lands included in an annexation are matters of discretion of the private petitioners. *Town of Baraboo*, 2005 WI App 96, ¶21 quoting *Town of Campbell*, 2003 WI App. 247, ¶21. The City had no choice other than to accept or reject the entire petition. *Town of Medary*, 88 Wis. 2d at 122-123.

The Town next claims that the City's failure to pursue annexation of the Kohler Land in the past bars the City from now claiming that it has a "need" to annex those properties. As established by the City's witnesses, however, annexation was not economically feasible before Kohler's petition. Sokolowski and other City witnesses testified that although the City never previously considered annexing the Kohler Land, the City always targeted the Land for future

[36] The Agreement is especially telling as to Kohler's need for municipal water: Kohler agreed as a condition of a permit for its development of a golf course to utilize municipal water in the club house and all other buildings on the development within three years and agreed to pay the cost of extending municipal water to its property.

expansion should the opportunity arise as reflected in the City's 2000 and 2011 Comprehensive plans. Kohler's petition for annexation provided just such an opportunity: by annexing the Kohler Land, the City could realize economic benefits, including the development of additional single family housing, the incorporation of a world championship golf course and the benefits of an increased tax base.

The Town likewise asserts that Kohler's need for the City's municipal water source is not a real, demonstrable need. In doing so, the Town points to the fact that the Town's and Kohler's experts found that Kohler's operation of a golf course on the Land utilizing a high capacity well would not unreasonably drawdown or damage the wells of neighboring residents.

Kohler was not bound to the opinions of water experts in determining how to proceed with the golf course development. Kohler operates a business and it does so in order to maximize its revenues and profits while minimizing the risk of losses. Kohler was, and is, entitled to look beyond the expert reports and determine that it did not want to take the risk of exposing itself to meritorious and potentially unmeritorious claims from neighboring property owners for damage to their wells. Kohler was also entitled to evaluate what would occur if the experts were wrong and its operation of a golf course did impact the aquifer and damage the wells of surrounding property owners. Moving forward with the annexation with the City provided Kohler with the opportunity to operate the golf course development on municipal water which could minimize the possibility of damage to the wells of surrounding properties as well as claims from surrounding property owners.

The same is true with respect to the Town's volunteer fire department. Kohler was entitled to determine that its development would be better served by a full-time professional firefighting service which has access to a municipal water source rather than a volunteer service

that relies on transporting water to a fire scene. In assessing its need, Kohler need not take the risk of moving forward with the Town's fire service notwithstanding the Town Fire Department's claims of competence. Kohler could reasonably conclude, as it did, that a municipal water service with hydrants located on the golf course development provides Kohler with the best protection for its assets. A direct annexation which is not otherwise in conflict with the rule of reason is not invalidated because the petitioners, such as Kohler, are motivated by a desire to obtain city sewer or water services. *Town of Sugar Creek*, 231 Wis. 2d at 485.

In the end, while the Town may question the City's expressed needs for the annexation, the Town has failed to meet its burden of proving the City has no reasonable present or future need for the annexation. The "reasonable need" prong of the rule of reason has been satisfied in this case.

E. There Are No Other Factors Present That Constitute an Abuse of Discretion.

In its post-trial brief, the Town sets forth a series of "facts" which, according to the Town, demonstrate that the City abused its discretion in enacting the annexation Ordinance. Those "facts" are as follows:

- Sheboygan believes that any annexation adding land and tax revenue to Sheboygan should be supported;
- Sheboygan's employees began lobbying for this golf course development even before it knew what other properties would be included in the annexation (i.e., supported the golf course regardless of any other issues or needs);
- Sheboygan allowed Kohler to write and even dictate the advocacy position for the golf course, both to its officials and the DOA;
- Sheboygan knew this plan was "controversial" and could not be supported by references to its Comprehensive Plan, and asked Kohler to provide justifications for it;
- Sheboygan admitted the benefit of a golf course would benefit the entire region, regardless of whether it was controlled by the Town or

> Sheboygan, but wanted the extra tax revenue generated by the development;
>
> - Sheboygan had no concern about ripping this land use conditional use permit decision away from the Town and residents that surround the subject parcel; and
>
> - Sheboygan, in expectation of a legal challenge, negotiated a Pre-Annexation Agreement for Kohler to pay the City to defend this annexation.

The Town concludes that the City abused its discretion by:

> essentially "rubber stamping" the annexation and agreeing to support the golf course simply to get more money, with no regard for City of Sheboygan or Sheboygan County environmental ordinances, the Town's jurisdiction, or even the plans for Kohler's golf course (which it claims it still does not have). Not a single Sheboygan employee evaluated the relevant ordinances, or the judicial rule of reason, before recommending this annexation for the sole municipal desire to take money from the Town.

The Court finds no merit to the Town's claims that the City abused its discretion in enacting the annexation Ordinance based on any of the facts or reasons outlined above. The Town does not cite one case or other legal authority that supports its contention that the City's alleged acts, whether taken individually or collectively, constitute an abuse of discretion under Wisconsin annexation law. Speculative and unsupported contentions such as those advanced by the Town cannot overcome the presumed validity of the annexation ordinance. *Town of Sugar Creek,* 231 Wis. 2d at 485. For this reason alone, the Court denies the Town's abuse of discretion claims.

The Court independently finds that none of the facts or reasons given by the Town show the City abused its discretion in enacting the Ordinance. Initially, many of the alleged "bad acts" which the Town identifies are taken out of context and unsupported by the factual record. The City did not, as the Town contends, "rubber stamp" the annexation without first investigating it and determining whether the annexation fit within the City's Comprehensive Plans and needs.

To the contrary, City officials, including Sokolowski and Pelishek, conducted a thorough analysis of the petition before recommending it to the Common Council for adoption.

The best evidence of this is Sokolowski's May 30, 2017 memo recommending the annexation which was prepared *after* Kohler filed the petition for annexation and two months *prior* to the Common Council's vote to adopt the Ordinance. The memo reflects that the City was aware of the lands to be included in the annexation (Kohler's petition already had been filed); that the City analyzed how those lands fit within the City's plan for strategic economic growth, including the development of needed single family residences in the Poth Farm area; and how the annexation would economically benefit the City. The factors Sokolowski considered in the memo and the City's identified needs for the annexation are all, notwithstanding the Town's claims, legitimate considerations in establishing need for the annexation and do not, in any way, constitute an abuse of discretion. *Town of Pleasant Prairie*, 75 Wis. 2d at 335-336; *Town of Sugar Creek*, 231 Wis. 2d at 482-484.

The Town's assertion that the City abused its discretion by taking advantage of the economic and growth opportunities presented by Kohler's annexation is similarly without merit. The Court of Appeals in *Town of Sugar* Creek expressly recognized a municipality's desire to expand its zone of economic interest as a legitimate need to support an annexation. *Town of Sugar* Creek, 231 Wis. 2d at 482-483.

The Town's claim that the City abused its discretion by "ripping" the golf course opportunity from the Town is without merit. The Town does not cite to any supporting authority under Wisconsin law for the proposition that a city may not consider or act on a private party petition for annexation when the private party has a pending application for a conditional use permit with a town. Correspondingly, the Court is unaware of any case or other authority, and

the Town provides none, which holds that a town has a vested right to resolve a pending conditional use permit application before an applicant can pursue annexation with a municipality relative to the same lands.

The Court likewise finds no legal support to find an abuse of discretion in this case. Kohler determined in its business judgment that it wanted to pursue annexation with the City rather than move forward with the Town. This was well within Kohler's discretion and legal right to do under Wis. Stat. § 66.0217 as a private land owner. Likewise, there is nothing in the statutory scheme under Wis. Stat. § 66.0217 or common law decisions on annexation which holds the City could not proceed forward and consider Kohler's petition notwithstanding Kohler's pending application with the Town.

The Town's claim that the golf course development was taken from the Town is not factually supported. Other than hiring consultants to review Kohler's petition, the Town had not taken material steps to move forward on the application. The Town, in fact, had suspended action on Kohler's application. Moreover, the Town took the position that Kohler's application failed to meet the Town's requirements and that Kohler needed to provide further information before the Town could act on the application.

The Town's claim that Kohler acquired certain lands for purposes of pursuing annexation with the City does not invalidate the legality of the annexation. As referenced throughout this decision, Kohler had the right to design the annexation in a manner which was in its best interests and to include within the annexed lands only those lands which it deemed necessary and appropriate. The Town cites to no authority stating that Kohler could not acquire land to pursue an annexation or that the City could or did abuse its discretion in considering Kohler's Petition based upon the lands that were included in the Petition.

The efforts of City officials to work with Kohler in defining and crystallizing the opportunities offered by the annexation and to effectively present those opportunities to the Common Council likewise were legal and appropriate. The provision of technical assistance and recommendations to the petitioners in an annexation is permissible and does not constitute an abuse of discretion under the rule of reason. *Town of Campbell*, 2003 WI App. 247, ¶22.

The Town's claim that the City abused its discretion by entering a Pre-Annexation Development Agreement with Kohler in which Kohler agreed to indemnify the City for its attorney's fees in this litigation is unsupported. In *Town of Brockway v. City of Black River Falls*, 2005 WI App. 174, ¶¶18-42, 285 Wis. 2d 708, 702 N.W.2d 418, the Court of Appeals held that a pre-annexation agreement between a municipality and a petitioner does not constitute an unauthorized contractual delegation of governmental authority or otherwise violate the rule of reason.

Likewise, there is nothing about Kohler's agreement to indemnify the City for its attorney's fees in this action which runs afoul of the decision in the *Town of Brockway*. Kohler and the City anticipated various costs with the annexation, including the extension of water to the Kohler land. The parties negotiated terms into the pre-annexation agreement which shifted a portion of those costs from the City to Kohler. The attorney's fees provision was one of those provisions. As this was an owner-petitioned annexation, and Kohler designed the boundaries of the annexation, it made sense that the City would require Kohler to pay the City's costs of litigation, up to $200,000. The City's decision to do so is not an abuse of discretion, but rather, a smart economic decision and one that saves taxpayer money.

The final piece of evidence which demonstrates the absence of any abuse of discretion or arbitrary action on the part of the City is the DOA's opinion finding the annexation to be in the

public's interest. Wisconsin courts have recognized that when an annexation is challenged on the ground that it is arbitrary and capricious, the DOA's position is evidence to be considered by the trial court in analyzing the proposed annexation. *See generally, City of Beloit v. Towns of Beloit, Turtle & Rock*, 47 Wis. 2d 377, 383-384, 177 N.W.2d 361 (1970); *Mt. Pleasant II*, 28 Wis. 2d at 527.

The DOA's opinion regarding the annexation supports the conclusion that the City did not abuse its discretion in enacting the Ordinance. The DOA rejected the Town's argument that the annexed territory was not contiguous to the City; determined that the proposed land use of the annexation territory for a golf course and the adjacent land to the north was "more homogeneous with the City than the Town"; and found that the City could provide municipal services such as sewer, water, police and fire protection and planning that the Town could not. The DOA concluded that the annexation was in the public interest.[37]

The Town has failed to overcome the presumption of validity of the City's ordinance by demonstrating that the City engaged in other arbitrary conduct or misused its discretion under the rule of reason. The Town's challenge to the City's ordinance is denied.

VI. CONCLUSION

The Town failed to satisfy its burden of proving the City's Ordinance annexing the Kohler Land is invalid. The City's Ordinance complies with the statutory requirements of Wis. Stat. § 66.0217. The Ordinance further complies with the common law rule of reason and the contiguity requirement discussed in the *Town of Lincoln*. The annexed lands are contiguous to

[37]In referencing the DOA's opinion, the Court is mindful of the recent decision of the Wisconsin Supreme Court in *Tetra Tech EC, Inc. v. Wisconsin Department of Revenue*, 2018 WI 75, 382 Wis. 2d 496, 914 N.W.2d 21 (2018) which held that an administrative agencies opinions and conclusions are entitled to no deference. To the extent that *Tetra Tech* applies to the DOA's analysis in this case, this Court's decision upholding the City's Ordinance is no way dependent on the DOA's findings—the DOA's decision is merely additional evidence supporting the Court's conclusion. The Court would uphold the City's Ordinance even if the DOA's opinion is disregarded in its entirety.

the City; any and all irregularities and exclusions in the boundary lines of the annexed property are not the result of arbitrariness; the City has shown reasonable present or demonstrable future need for the annexed property; and no other factors are present which constitute an abuse of discretion on the part of the City. Accordingly, the Town's action to have the Ordinance declared invalid is dismissed on the merits and with prejudice.

VI

5.34

R. C. No. 338 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Conrad Roughton
James A Bachhuber
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 203 - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan.

Finance + Personnel
4-8-19 refer to Finance + Personnel & new council

CITY CLERK

DEC 17 '18 PM 1:21
FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W. Sutkiewicz
Branch 3
DEC 17 '18 PM 1:22

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083

CASE NO.:

Plaintiff,

vs.

Process Server
Date 12/17/18 Time: 1:20 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate
~ Governmental

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Clerk of Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 909 North 8th Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083-4614

CASE NO.:

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Defendant.

COMPLAINT

Plaintiff Accurate Repairs, LLC, through its attorneys, Rohde Dales LLP, as a Complaint against Defendant, states as follows:

1. Plaintiff Accurate Repairs, LLC ("Accurate Repairs"), is a Wisconsin Limited Liability Company with its principal place of business located at 1509 North Avenue, Sheboygan, Wisconsin.

2. Defendant City of Sheboygan ("the City") is a Wisconsin Municipal Corporation with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Accurate Repairs owns commercial real estate located at 1509 North Avenue, Sheboygan, Wisconsin.

4. On or about November 13, 2018, the City served a jurisdictional offer on Accurate Repairs. A copy of the jurisdictional offer is attached to this complaint as Exhibit A and is incorporated herein by reference.

5. The jurisdictional offer states that the City proposes to purchase a portion of Accurate Repairs's commercial real estate for Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollars ($34,125.00).

6. Of the Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollar ($34,125.00) offer, a Twenty Thousand and 00/100 Dollar ($20,000.00) portion is allocated to severance damages and a Fourteen Thousand One Hundred Twenty-Five Dollar ($14,125.00) portion is allocated to the taking of a temporary limited easement.

7. The jurisdictional offer provides no payment for the market value of the property remaining after the partial taking of Accurate Repairs's property.

8. The City's taking of the portion of Accurate Repairs's property described in the jurisdictional offer will make the rest of Accurate Repairs's property an uneconomic remnant because the property remaining is of such size, shape, or condition as to be of little value or of substantially impaired economic viability.

9. Per Wis. Stat. § 32.05(3m) and *Waller v. American Transmission Co., LLC*, 2013 WI 77, 350 Wis. 2d 242, the City must offer to purchase the remaining portion of Accurate Repairs's property.

10. The city has failed to do so, as the jurisdictional offer provides no payment for the market value of the property remaining (that is, the uneconomic remnant) after the partial taking of Accurate Repairs's property.

WHEREFORE, Plaintiff Accurate Repairs, LLC, demands judgment against Defendant City of Sheboygan, as follows:

A. For an order declaring that the portion of the Plaintiff's property not covered by the Defendant's jurisdictional offer is an uneconomic remnant and requiring the Defendant to condemn the entirety of the Plaintiff's property and pay just compensation therefor;

B. For litigation expenses pursuant to Wis. Stat. § 32.28;

C. For costs and disbursements of this action; and

D. For such other and further relief as the court deems just and equitable.

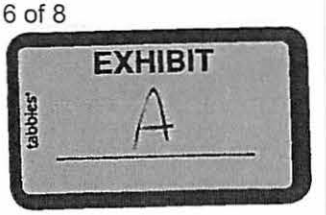
PLAINTIFF HEREIN DEMANDS TRIAL BY A 6-PERSON JURY.

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874



JURISDICTIONAL OFFER

lpa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
November 13, 2018

To
Accurate Repairs Acquisition, LLC, Bank First National hereinafter referred to as Owner.

Relocation Order Date	Relocation Order	County	Public Purpose for Property
July 27, 2018	Filed in the office of the County Clerk	Sheboygan	North Ave. Reconstruction

City of Sheboygan hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:
Thirty Four Thousand One Hundred Twenty Five and no/100 dollars | $ 34,125.00
within 60 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by the City of Sheboygan for the public purpose stated above, as more fully described in City of Sheboygan Relocation Order, date and place of filing specified above. The City of Sheboygan in good faith intends to use the above-described property for such public purpose.

B. The City of Sheboygan proposes to occupy and the Owner will vacate the premises on December 11, 2018 (date).

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a)	Loss of land, including improvements and fixtures actually being acquired	$
(b)	Damages caused by loss of existing rights of access	$
(c)	Damages caused by loss of air rights	$
(d)	Damages caused by loss of legal nonconforming use	$
(e)	Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	$ 20,000.00
(f)	Damages to property abutting on a highway right of way due to change of grade	$
(g)	Cost of fencing reasonably necessary to separate land taken from remainder	$
(h)	Market value of uneconomic remnant	$
(i)	Other – Temporary Limited Easement, Highway Easement, Paving	$ 14,125.00

Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to December 4, 2018; and the offer and acceptance must be delivered to Purchaser at 2026 New Jersey Ave., Sheboygan, WI 53081 not later than regular office closing time on December 4, 2018, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on December 4, 2018.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the

date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.

I. The law provides for the payment of litigation expenses by the condemner and these costs are defined in Ch. 814 of Wisconsin Statutes.

J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.

K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.

L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.

M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.

N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.

O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s).

P. This offer, if accepted by Owner, shall constitute a binding contract.

Randy Moss

Moss & Associates, LLC

Negotiator/Consultant for City of Sheboygan

Title

If owner is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If owner is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Accurate Repairs Acquisition, LLC

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

Legal Description

Highway Easement:

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin containing 0.013 acres of land and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N24°03'49"W, 54.09 feet to the South right-of-way line of North Avenue; Thence, S89°33'59"E, 22.27 feet along said North right-of-way line to the East line of said Lot 41; Thence, S00°15'11"W, 49.22 feet along said East line to the Point of Beginning.

Temporary Limited Easement:

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N 89° 44' 49" W, 5.00 feet along the South line of said Lot 41; Thence, N 24° 39' 56" W, 41.39 feet; Thence N 89° 33' 59" W, 27.60 feet to the start of a 444.41 foot radius curve to the right; Thence 50.08 feet along the arc of said curve with a chord distance of 50.05 feet which bears N 86° 20' 18" W; Thence N 00° 15' 11" E, 12.25 to the South right-of-way line of North Avenue and the start of a 378.50 foot radius curve to the left; Thence 50.17 feet along the arc of said curve and said North right-of-way line with a chord distance of 50.14 feet which bears S 85° 46' 12" E; Thence, S 89° 33' 59" E, 49.98 feet along said North right-of-way line to the East line of said Lot 41; Thence, S 00° 15' 11" W, 49.22 feet along said East line to the Point of Beginning.

Containing 0.037 acres of land more or less

This easement shall terminate upon completion of the construction project for which this instrument is given.

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

Accurate Repairs, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2018CV000671
Class Code: Unclassified

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2018CV000671 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register as an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: fdeba5

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 14, 2018

II

4.3

R. O. No. 176 - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Ed Macias et al.

Finance + Personnel

CITY CLERK

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Wells Fargo Bank, N.A. vs. Ed Macias et al

Electronic Filing Notice

Case No. 2020CV000100
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVE STE 104
SHEBOYGAN WI 53081

UNREDACTED

Case number 2020CV000100 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: b9fde4

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: March 4, 2020

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

vs.

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

SUMMONS

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or

delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 4th day of March, 2020.

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

By: _____
Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
068788F02

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

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

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

vs.

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

COMPLAINT

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

FIRST CAUSE OF ACTION

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

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

2. Due to a scrivener's error and mutual mistake, an incorrect legal description of the subject encumbered property appears on the deed attached hereto as Exhibit C. The lot owned by the original

mortgagor, Emily Soto, a single person, and the lot which was intended to be conveyed is described as follows:

THE EAST 40 FEET OF THE LOT TEN (10), AND THE WEST 10 FEET OF LOT ELEVEN (11), BLOCK FIFTY (50), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN

3. That the legal description in the warranty deed should be judicially reformed pursuant to section 847.07 of the Wisconsin Statutes to reflect the correct legal description for the subject property as of the date of said deed.

SECOND CAUSE OF ACTION

4. The plaintiff repeats and realleges paragraphs one (1) through three (3) of the First Cause of Action as if fully set forth herein.

5. The mortgaged real estate is owned of record by Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias.

6. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $44,080.28 together with interest from the 1st day of May, 2019.

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

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

9. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

12. That Jane Doe Macias has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Reformation of the subject deed and any assignment of said mortgage to reflect the correct legal description of the encumbered property as previously described herein as of the date of said documents.

2. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

3. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

4. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

5. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

6. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 12th day of March, 2020.

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

By: _____
Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

[redacted]

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Kent Hoffmann
Branch 2

Wisconsin

NOTE

FHA Case No. [redacted]

DECEMBER 13, 2012
[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 53081
[Property Address]

1. PARTIES

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

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. $ *********50,555.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR percent (4.000 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST , 2013 . Any principal and interest remaining on the first day of JANUARY , 2043 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ **********241.36 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

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

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

5. BORROWER'S RIGHT TO PREPAY

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

[redacted]

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

_____ (Seal) -Borrower	EMILY SOTO (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

EXHIBIT A

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY _____
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT

EXHIBIT A

[redacted]

MORTGAGE

DOCUMENT NUMBER:

1959002
SHEBOYGAN COUNTY, WI
RECORDED ON
12/18/2012 3:16 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

NAME & RETURN ADDRESS:
FINAL DOCS [redacted]
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200
[redacted]

PARCEL IDENTIFIER NUMBER:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[redacted]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES , and
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104
("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100
Dollars (U.S. $ **********50,555.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2043
. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

[redacted]

[redacted]

EXHIBIT B

[redacted]

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

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, SHEBOYGAN [Street, City],
Wisconsin 53081 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

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

EXHIBIT B

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

9. Grounds for Acceleration of Debt.

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT B

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

_____	_____ (Seal) EMILY SOTO -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this DECEMBER 13, 2012 (date)

by EMILY SOTO

(person acknowledging)

My Commission Expires: 8-7-16

(Seal)

Notary Public, State of Wisconsin Amanda J. Reichert

This instrument was prepared by
WELLS FARGO BANK, N.A.

JENNIFER ANITZBERGER

EXHIBIT B

Schedule A

Legal Description:

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

EXHIBIT B

VOL 1763 PAGE 497

1580872

SHEBOYGAN COUNTY, WI
RECORDED ON
10-09-2000 8:48 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 12.00
TRANSFER FEE: 179.70
045473 7

State Bar of Wisconsin Form 1 - 1998

WARRANTY DEED

Document No.

THIS DEED, made between James A. Reimer, a single person, Grantor, and Emily Kahn, a single person, Grantee, Grantor, for a valuable consideration conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

Recording Area

NAME AND RETURN ADDRESS:
Grantees
1416/A Michigan Avenue
Sheboygan, WI. 53081

The East Forty (40) feet of Lot Ten (10), and the West Ten (10) feet of Lot Eleven (11), Block Fifty (50) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Tax Key #201590

201590
Parcel Identification Number

This is not homestead property.
(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefensible in fee simple and free and clear of encumbrances except municipal & zoning ordinances, recorded easements, recorded building & use restrictions & covenants & taxes levied in the year of transfer, & will warrant & defend the same.

Dated this 22 day of September, 2000.

James A. Reimer (SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) .....
authenticated this ..... day of .....
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Section 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Pamela S. Kahn-Stein

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

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

File Number [redacted]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Sheboygan County)

Personally came before me this 22nd day of September, 2000 the above named James A. Reimer to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public Sheboygan County, WI
My commission is permanent. (If not, state expiration date: 1/1/03)

EXHIBIT C

Knight Barry TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 2
EXCEPTIONS

File #[redacted]

Completed: 2/17/20 1:16 pm
Last Revised: 2/17/20 1:16 pm
Title Contact: Marjorie Windrem (marjorie@knightbarry.com)
Closing Contact: ()

EXCEPTIONS 200-299
Easements, restrictions, covenants and other encumbrances.

200. Covenants, conditions, provisions, reservations, restrictions, rights of first refusal, options to purchase, easements, servitudes, building set back lines, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the public land records, or (ii) appear in, are shown on, or are referenced in any recorded plat or certified survey map.

EXCEPTIONS 300-399
Judgments and liens.

300. Child Support Lien filed against Edward Macias in favor of the State of Wisconsin Department of Children and Families in the amount of $8,919.12 filed January 3, 2016 as Docket Number 516907 in Milwaukee County County.

EXCEPTIONS 400-499
Mortgages, assignments, leases and land contracts.

400. Mortgage from Emily Soto to City of Sheboygan, Dept. of City Development in the amount of $3,543.00 dated November 5, 2004 and recorded November 5, 2004 as Document No. 1749659.

401. Subordination Agreement recorded December 19, 2012 as Document No. 1959093 makes the mortgage described as Document No. 195902 SUPERIOR to the mortgage described as Document No. 1749659.

402. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of $19,300.00 dated January 15, 2002 and recorded March 22, 2002 as Document No. 1631877.

403. Subordination Agreement recorded December 19, 2012 as Document No. 1959092 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1631877.

404. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of $1,442.25 dated November 19, 2002 and recorded December 17, 2002 as Document No. 1663503.

405. Subordination Agreement recorded December 19, 2012 as Document No. 1959094 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1663503.

EXCEPTIONS 500-599
Other matters.

500. Rights of spouse, if any.

[redacted]

LIEN REPORT

THIS DOCUMENT WAS LEGALLY SERVED ON

3 / 11 / 20 AT 3 :00 AM/PM

BY: Shaun Conrad

CREAMCITY
PROCESS
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(2)

II

4.3

R. O. No. 71 - 19 - 20. By CITY CLERK. September 3, 2019.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

Finance Personnel

CITY CLERK

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

AUG 28 '19 AM 8:31

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date: 8/28/19 Time: 8:25 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 23rd day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

civil/Walmart/Walmart-Sheboygan-City/p-2019/summons2019-08-20

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 19-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. (Walmart), by its undersigned counsel, Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2019 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2019, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2019 value of the Property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2019 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). Notice of that waiver was received on August 20, 2019. See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2019 was no higher than $6,250,000.

10. The 2019 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2019 was excessive.

11. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2019 was no higher than $6,250,000.

14. Upon information and belief, the 2019 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2019 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2019 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2019 value of the Property from $13,265,000 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2019 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 23rd day of August, 2019.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

tc/Walmart/Walmart-Sheboygan-City/p-2019/complaint2019-08-20

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (5m), Wis. Stats., states: "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County
City of Sheboygan		Sheboygan
Requestor's name		Agent name (if applicable)*
Wal-Mart Stores Inc		Christopher L. Strohbehn / Russell J. Karnes
Requestor's mailing address		Agent's mailing address
P.O. Box 8050 Bentonville, AR 72712		Gimbel, Reilly, Guerin & Brown, LLP 330 E Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(414) 271 - 1400	
Requestor's email address		Agent's email address	
Brandon.Caplena@walmart.com		cstrohbehn@grgblaw.com / rkarnes@grgblaw.com	

Property address	
3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number	
59281-479120	
Taxpayer's assessment as determined by assessor (what is determined due to waiver of BOR hearing)	
$ 13,265,000	
Property owner's opinion of value	
$ 6,250,000	
Basis for request	
To take matter directly to circuit court as cases regarding prior assessments are currently pending in circuit court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
05 - 23 - 2019	05 - 23 - 2019

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Christopher L. Strohbehn

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

6/4/19
Date

☒ Taxpayer advised

6-6-19
Date

PA-843 (R. 10-13)

Wisconsin Department of Revenue

EXHIBIT
tabbies
A

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2019CV000444
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2019CV000444 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 54b574

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: August 26, 2019

II

4.2

R. O. No. 129 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Summons and Complaint in the matter of James Pulaski vs. City of Sheboygan et al.

CITY CLERK

Finance Personnel

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000646
Class Code: Other-Personal Injury

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081

Process Server
Date 12/13/19 Time: 12 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

DEC 13 '19 PM 3:12

Case number 2019CV000646 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

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If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 7f0855

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 11, 2019

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000646
Class Code: Other-Personal Injury

MARTIN HALVERSON
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2019CV000646 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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Pro Se opt-in code: 7f0855

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 11, 2019

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000646
Class Code: Other-Personal Injury

WILLIAM BORZYSKOWSKI
828 CENTER AVE.
SHEBOYGAN WI 53081

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Pro Se opt-in code: 7f0855

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 11, 2019

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
BRANCH ____

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:
Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose

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

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
BRANCH ____

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:
Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

COMPLAINT

The plaintiff, James Pulaski, through his attorney Jason E. Dierkes, of Dierkes Law Office, LLC, alleges as follows:

PARTIES

1. Plaintiff, James Pulaski, with a mailing address as stated in the caption, is the owner of what was formerly known as 736 South Water Street, Sheboygan, in Sheboygan County, and is now a vacant lot identified as tax parcel 59281109670.

2. Defendant, City of Sheboygan, is an incorporated Wisconsin municipality, a city, with its' offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant, William Borzyskowski, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Code Enforcement Officer, and the signatory for the raze order issued and enforced and at question in this suit.

4. Defendant, Martin W. Halverson, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Finance Director, the authorizing and responsible person of the purchase orders for the entry by third-party entities and the hiring of the company that demolished the plaintiff's property in question in this suit.

JURISDICTION AND VENUE

5. This court has jurisdiction over the subject matter of this dispute pursuant to Article VII §8 of the Wisconsin Constitution.

6. This court has jurisdiction over the defendants pursuant to Wis.Stat. §801.04 and §801.05.

7. Venue is proper pursuant to Wis.Stat. §801.50.

8. This court has jurisdiction to hear deprivation of constitutional and civil rights claims under the United States Constitution, Wisconsin Constitution, Tile 42 U.S.C §1983, multiple United States Supreme Court decisions, and the Wisconsin Supreme Court decision in *Terry v. Kolski*, 78 Wis. 2d 475, 254 N.W.2d 704 (1977)

GENERAL ALLEGATIONS

9. The plaintiff, James Pulaski, in January of 2016, purchased and became the owner of 736 South Water Street, located in the City of Sheboygan, which contained the lot and a residential improved building located thereon.

10. In order to improve and renovate the home, Mr. Pulaski requested and obtained from the defendant a building permit to perform rough carpentry and roof replacement on the property- building.

11. The permit application of October 2016 contained Mr. Pulaski's contact information including full name, his then address of 940 South 57th Street, West Allis, Wisconsin 53214, along with his mobile cell phone number. **(Exhibit 1)**

12. The residential building at issue was in need of repairs and/or rebuilding, and post building permit issuance, and over the following year or more, Mr. Pulaksi, along with family and friends, performed significant property renovations or construction on the property, including, but not limited to, new roof framing, joists, decking, roof, etc. **(Exhibit 2)**

13. The plaintiff, Mr. Pulaksi, expended substantial resources for the initial renovation and improvement, with materials and construction costs exceeding over thirty-thousand dollars, not including labor.

14. In addition to the plaintiff's contact information being contained in the building permit application and issuance, in January of 2017, Mr. Pulaski, being an out of town owner, again notified and informed the City of Sheboygan of his contact information for any property related issues. **(Exhibit 3)**

15. The defendants at all times relevant had the Plaintiff's mailing address, mobile phone number, and email address.

16. The defendants at all times relevant knew that the residential building located at 736 South Water Street, in the City of Sheboygan, was not occupied by the plaintiff and was not occupied by anyone.

17. Unknown to the plaintiff, on November 7th, 2018 defendant issued and signed a Raze Order for plaintiff's property. **(Exhibit 4)**

18. At no time did the defendants, or any City of Sheboygan representative, contact the plaintiff regarding any permit, code, or any property related issues between the date of the construction permit issued to the plaintiff and the issuance of the November 7th, 2018 Raze Order.

19. The Raze Order terms required the plaintiff to comply within 30 days of service of the order.

20. Service of the raze order upon the plaintiff was to be in the same manner as service in the circuit court.

21. "For more than a century, the central meaning of procedural due process has been clear: 'Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right, they must first be notified.' *and* It is equally fundamental that the right to notice and an opportunity to be heard "*must be granted at a meaningful time and in a meaningful manner.*" *Baldwin v. Hale*, 1 Wall. 223, 68 U. S. 233; *Armstrong v. Manzo*, 380 U. S. 545, 380 U. S. 552. *Fuentes v. Shevin*, 407 U.S. 67, 80, other internal citations omitted.

22. On or about November 8th, 2018 the City of Sheboygan requested personal service from Cream City Process, to serve the plaintiff at the known address in West Allis, Wisconsin, with a copy of the raze order.

23. Without inquiring about the status of personal service, or waiting for personal service to be obtained, the City of Sheboygan only two days after issuance of the raze order, had the raze order notice published in Sheboygan County, via the Sheboygan Press, one time, on November 10th, 2018; and the defendants did so with the knowledge that the plaintiff "lived outside the county" and with the knowledge that the county of the plaintiff's address was Milwaukee. **(Exhibit 5)**

24. Despite the defendants knowing that the plaintiff lived outside of Sheboygan County, and despite knowing that the property subject to the raze order was unoccupied, two days after

the raze order was issued, the City of Sheboygan had the raze order "posted" on the subject property door. **(Exhibit 6)**

25. The posting did not include the mailing of the raze order, and the raze order was not mailed to the Sheboygan property, nor was it mailed to the address the plaintiff previously provided the defendants, the West Allis address.

26. Also, on the date of issuance of the raze order, the raze order was mailed to all interested parties, *but it was not mailed to the plaintiff.* **(Exhibit 7)**

27. The Raze Order terms required the plaintiff to comply within 30 days of service of the order, and even if the raze order was served upon the plaintiff on the same day the raze order was issued, the plaintiff would have had until December 8th, 2018 to either comply with the order or to file for a notice and opportunity to be heard hearing in the circuit court.

28. However, without service being obtained, and prior to December 8th, 2018, on November 14th, 2018, the defendants proceeded with the raze order process regardless of service, and unlawfully occupied and entered the plaintiff's property by hiring and instructing Cardinal Environmental, Inc. to perform various environmental tests upon the plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 8)**

29. In addition, without service being obtained, and prior to December 8th, 2018, on November 30th, 2018, the defendants proceeded to submit a purchase order by hiring and instructing Environet, Inc. to perform various work on plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 9)**

30. Further, without service being obtained, and prior to December 8th, 2018, the defendants proceeded to request a proposal for demolition of the subject property from Spielvogel and Sons Exc., Inc. , and submitted a purchase order for said work, all in the month

of November, 2018, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 10)**

31. On or about December 11th, 2018, Cream City Process service informed the City of Sheboygan that the plaintiff had recently moved from the West Allis address, and Cream City Process inquired if the City wanted further work regarding plaintiff's location, but on January 2nd, 2019 the City informed Cream City that further location work would not be needed. **(Exhibit 11)**

32. The plaintiff's building was razed, removed and demolished after the notice email of December 11th, 2018 informing the city, and before the City's response email of January 2nd, 2019.

33. The defendants in demolishing the plaintiff's building and property served notice by posting on a property the defendants knew was unoccupied, published in a county the defendants knew the plaintiff did not reside, never mailed the raze order to the known address for the plaintiff or to the subject property, the defendants never called the known mobile phone number on record for the plaintiff to notify him or provide notice, never sent an email to the available email address of the plaintiff; never obtained personal service, and declined to reasonably investigate and effectuate service.

FIRST CAUSE OF ACTION
(Deprivation of Constitutional Rights)

34. The plaintiff incorporates paragraphs one through thirty-four of this complaint as if set-forth fully herein.

35. The Fourteenth Amendment to the United States Constitution states, in part, "No state shall deprive... any person of life, liberty, or property, without due process of law. " U.S. Const. Amed. XIV, §1.

36. 42 U.S.C. §1983, "every person who, under color of any statute, ordinance, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any Citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress."

37. Notice is to be given in a manner reasonably calculated to ensure the intended target receives it in a timely manner.

38. The defendants' attempts to provide notice to the plaintiff was legally deficient.

39. The defendants' failed to take reasonable measures to ensure notice and were reckless and exercised a careless disregard for the plaintiff's rights in demolishing his building.

40. The plaintiff's building having already been demolished pursuant to the defendants actions, and the defendants actions having deprived the plaintiff with the notice and opportunity for a pre-raze hearing, has left the plaintiff without an otherwise post deprivation remedy.

41. As a result, the defendants have deprived the plaintiff of his property without due process of law in violation of the Fourteenth Amendment.

SECOND CAUSE OF ACTION
(Deprivation of Constitutional Rights

42. The plaintiff incorporates paragraphs one through forty-two as set forth fully herein.

43. The Fourth Amendment to the United States Constitution provides, in part, "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. Amend. IV

44. The Fourth Amendment is incorporated against the States and political subdivisions by the Fourteenth Amendment and actionable by the plaintiff under 42 U.S.C. §1983.

45. The defendants' pre-raze actions, property inspection and entrance, and confiscation of the plaintiff's property, and personal property located on the property but not accounted for, without a warrant or an applicable exception to the warrant requirement, deprived the plaintiff of his Fourth Amendment rights.

THIRD CAUSE OF ACTION
(Deprivation of Constitutional Rights

46. The plaintiff incorporates paragraphs one through forty-six as if set forth fully herein.

47. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec. 13, provides, The property of no person shall be taken for public use without just compensation therefor.

48. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec 9, provides, Every person is entitled to a certain remedy in the laws for all injuries, or wrongs which he may receive in his person, property, or character; he ought to obtain justice freely, and without being obliged to purchase it, completely and without denial, promptly and without delay, conformably to the laws.

49. That pursuant to Wis.Stat. 893.80, a notice of claim must be filed prior to commencing suit against a municipality.

50. That on or about April 25th, 2019, the plaintiff served a notice of claim upon the defendant City of Sheboygan, with notice of injury and the grounds therefor.

51. That on or about June 14th, 2019 the plaintiff received a notice of said denial of plaintiff's claim from the defendant City of Sheboygan.

52. That the City of Sheboygan, through its' employees, has deprived the plaintiff of his due process rights, seized and obtained property of the plaintiff, and conducted a demolition of the plaintiff's property contrary to State raze order procedure, establish service of process

requirements, and without due compensation to the plaintiff, in violation of the Wisconsin Statutes and the Wisconsin Constitution.

Wherefore, the plaintiff demands judgment:

(a) Finding that the Defendants deprived the Plaintiff of his Fourteenth Amendment right to due process of law in violation of 42 U.S.C. §1983;

(b) Finding that the Defendants deprived the Plaintiff of his Fourth Amendment right to be free from unreasonable searches and seizures in violation of 42 U.S.C. §1983;

(c) Finding that the Defendants deprived the Plaintiff of his property rights, due process, and just compensation rights under the Wisconsin Constitution;

(d) Awarding the Plaintiff damages for the deprivation of his rights and for his loss of property, in an amount to be decided by the trier of fact;

(e) Awarding the Plaintiff his punitive damages for the reckless and careless disregard of his rights;

(f) Awarding the Plaintiff his costs and attorney fees under 42 U.S.C. §1988

(g) Awarding the Plaintiff other relief as the Court may deem just and reasonable.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN SHEBOYGAN COUNTY

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Exhibit 6

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF BRIAN K. INGER

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

Brian K. Inger, being first duly sworn, on oath deposes and says that he is a Police Officer for the Sheboygan Police Department of the City of Sheboygan, Wisconsin, in the above-entitled matter; that on the 10th day of November, 2018, he hand-delivered and posted two true copies of the Raze Order to the front door of the property located at:

736 South Water Street
Sheboygan, WI 53081

Brian K. Inger

Subscribed and sworn to before me
this 1st day of January, 2019.

Notary Public-State of Wisconsin
My commission expires: 10/26/2021

RECEIVED
1-3-19

City of Sheboygan on the lake.

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Court Services – Sheboygan Police Department

FROM: Thomas Cameron (TDC)
Assistant City Attorney

SUBJECT: Service of Raze Order

DATE: November 8, 2018

Would you please have the enclosed copy of a Raze Order attached to the front door of the building at 736 South Water Street as soon as possible? The Raze Order was served by a third party as the owner of the property lives outside of Sheboygan County. I've included an extra copy of the document to be returned to me as proof the Raze Order was posted.

Thank you!

Enclosures

FILE COPY

r ATTORNEY'S OFFICE

r HALL
CENTER AVENUE., SUITE 304
:BOYGAN, WI
31-4442

-459-3917 (Phone)
-459-3919 (Fax)

v.sheboyganwi.gov

STATE OF WISCONSIN SHEBOYGAN COUNTY

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Exhibit 7

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

Marie Stefancin, being first duly sworn, on oath deposes and says that she is a legal assistant in the office of the City Attorney, City of Sheboygan, attorneys for the City of Sheboygan in the above-entitled matter; that on the 8th day of November, 2018, she mailed, by depositing in a U.S. Post Office depository in Sheboygan, Wisconsin, a true copy of the Raze Order in the above-entitled action by regular mail securely enclosed in an envelope with first-class postage paid thereon and addressed to:

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

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

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Marie Stefancin

Subscribed and sworn to before me
this 12th day of November, 2018.
Kathryn A. Hoffman
Notary Public State of Wisconsin
My commission expires 1-27-22

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Exhibit 8

INVOICE

CARDINAL ENVIRONMENTAL

Please remit payment to:
CARDINAL ENVIRONMENTAL, INC.
3303 PAINE AVENUE * SHEBOYGAN, WI 53081
PHONE 920 / 459-2600 * TOLL FREE 800 / 413-7225

Sheboygan, City Of
828 Center Avenue
Sheboygan, WI 53081-4497

INVOICE

Invoice	46765

Client 00034
Date 2018/11/28

Description	Amount
Purchase Order #: Verbal with Bernie Rammer 109670 WW Project Location: 736 S. Water Street, Sheboygan, WI	
11/14/2018 Pre-demolition ACM Survey including: • 22 bulk samples analyzed by PLM for asbestos content • 1 bulk sample quantified by Point Counting for asbestos concentration • 8 paint chip samples analyzed by Flame A for % lead	$640.00
RAZE ORDER OK TO PAY 10123100-521900 11-30-18 CITY OF SHEBOYGAN NOV 29 2018 FINANCE DEPARTMENT	

Total **$640.00**

TERMS: Net 30 days
Please enclose invoice number with payment
We accept VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS

Purchase Order

Fiscal Year 2018 Page 1 of 1

Purchase Order # 280960-00

SHIP TO
CITY OF SHEBOYGAN
FINANCE DEPT
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

VENDOR
ENVIRONET, INC. OF WISCONSIN
2909A GREEN HILL COURT
OSHKOSH WI 54904

DELIVER TO
BUILDING INSPECTION DIVISION
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
800-542-8940	920-231-7417	181134	ENVIRONET@NTD.NET

Date Ordered	Vendor Number	Date Required	Payment Method/Terms	Department
11/30/2018	1556			BUILDING INSPECTION

	Description	Qty	UOM	Unit Price	Extended Price
1	COMPLETE ABATEMENT OF ALL ACM'S AND LBP EXCLUDING ROOF SHINGLES TO PRECEDE DEMOLITION OF HOME LOCATED AT 736 SOUTH WATER STREET AS IDENTIFIED BY CARDINAL ENVIRONMENTAL REPORT DATED 11-21-2018 PRICE INCLUDES ALL LABOR, TRAVEL, MATERIALS, WDNR FILINGS AND LAWFUL DISPOSAL PER QUOTE #9321 *10123100 - 521900* $945.00	1.0	PROJ	$945.00	$945.00

Exhibit 9

Finance Director

TOTAL $945.00

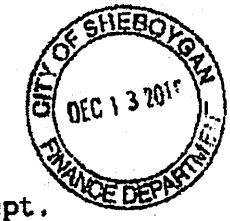
Environet, Inc. OF WISCONSIN

2909 A GREEN HILL COURT
OSHKOSH, WI 54904

(920) 231-7420
(800) 542-8940
FAX (920) 231-7417

INVOICE

December 10, 2018



Attn: Finance Department
City of Sheboygan Purchasing Dept.
828 Center Avenue
Sheboygan, WI 53081

9321

P.O. # 280960-00

Scope of Work:

Remove and dispose of asbestos containing materials per Cardinal Environmental's Inspection Report dated November 21, 2018.

736 S. Water Street . . . . . .$ 945.00

Please remit on or before January 9, 2019.

Work was completed on Monday, December 10, 2018, by the following:

Scott Seefeldt, Asbestos Certification # ACS-240233
Adolfo Medina, Asbestos Certification # ACS-118803

OK to PM
PO 280960.00
12/17/18

Purchase Order

City of Sheboygan
spirit on the lake.

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 281016-00

BILL TO

CITY OF SHEBOYGAN
FINANCE DEPT
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

VENDOR

C. SPIELVOGEL & SONS EXCAVATING, INC.
1810 NORTH 44TH ST
SHEBOYGAN WI 53081

SHIP TO

BUILDING INSPECTION DIVISION
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
920-458-1512	920-458-5232	181191	FAX: 458-5232

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/07/2018	20050			BUILDING INSPECTION

Item#	Description/Part No	Qty	UOM	Unit Price	Extended Price
1	RAZE ORDER - 736 S. WATER STREET DEMOLITION OF RESIDENCE INCLUDING DISCONNECTION OF SEWER AND WATER, DEMOLKITION OF RESIDENCE AND ANY IMPROVEMENTS INSIDE THE SIDEWALK, REMOVAL OF FOUNDATIONS FLOORS AND DRIVEWAY, REPLACEMENT OF DRIVEWAY APRON WITH CURB AND GUTTER. ALL PERMITS, LAWFUL DISPOSAL AND SITE RESTORATION ARE INCLUDED. PER PROPOSAL DATED 11/28/2018 STEVE SPIELVOGEL *10123100 - 521900* *$8,600.00*	1.0	PROJ	$8,600.00	$8,600.00

Exhibit 10

Finance Director

PO Total $8,600.00

PROPOSAL

Spielvogel & Sons Exc., Inc.
EXCAVATING – GRADING – DEMOLITION
SAND & GRAVEL
1810 North 44th Street - Sheboygan, WI 53083
Phone: 920-458-1512 Fax: 920-458-5232

SERVING SHEBOYGAN FOR OVER 35 YEARS

11/28/18
HOUSE DEMOLITION
CITY OF SHEBOYGAN
736 SOUTH WATER STREET
SHEBOYGAN, WI

WORK INCLUDED:

Obtain local demolition permits.
Disconnect the water service at the curb stop per city codes.
Disconnect the sanitary service at the curb stop.
Demolish the house.
Remove floors and foundations and driveway.
Load, haul and dispose of rubble per D.N.R. regulations.
Cost includes tipping fees at the landfill.
Backfill basement with compacted fill.
Grade site to match existing grades.
Replace concrete curb and gutter at driveway opening.
Topsoil, seed, fertilize and mulch all disturbed areas.

$8,600.00

PROPOSAL TERMS AND CONDITIONS

C. Spielvogel & Sons Exc., Inc. will not be responsible for damage to any underground utilities, private underground utilities or other hidden conditions if the Owner and/or General Contractor fails to give C. Spielvogel & Sons Exc., Inc. advance notice of their existence and location. Owner and/or General Contractor agrees to indemnify and hold C. Spielvogel & Sons Exc., Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Prior to the commencement of the "Work" under this proposal, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the "Work". If C. Spielvogel & Sons Exc., Inc. is directed to commence "Work" prior to the time such other work is completed, Owner and or General Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to C. Spielvogel & Sons Exc., Inc. commencing any of the Work before any others have completed their work.

In order to meet set completion dates C. Spielvogel & Sons Exc., Inc. shall require a 10 day notice to proceed and the total allowable number of working days to perform our work under normal conditions.

Any changed condition of the job specifications involving extra costs will be executed only upon submission of a written change order, and Owner and/or General Contractor will be required to pay C. Spielvogel & Sons Exc., Inc. an extra charge over and above the original contract price for performance of the requested change order.

Prior to C. Spielvogel & Sons Exc., Inc. beginning work under this contract, Owner and or General Contractor shall provide reasonable evidence to C. Spielvogel & Sons Exc., Inc. that Owner and or General Contractor has made financial arrangements acceptable to C. Spielvogel & Sons Exc., Inc. to fulfill Owner's and or General Contractor's obligations under this contract.

If this proposal is not used as a contractual agreement, all above (and below) terms shall be incorporated into Owner's and or General Contractor's contract. If signatures from Owner and or General Contractor is not received and/or required for this proposal, all of the above (and below) terms will be in effect when work begins and shall be incorporated into the Owner's and/or General Contractor's contract and or subcontract which will/may be accepted by C. Spielvogel & Sons Exc., Inc. If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (C. SPIELVOGEL & SONS EXC., INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Unless otherwise stated in this proposal, Owner and or General Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the Site, the Work, or the Owner and/or General Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

Owner and/or General Contractor shall defend and indemnify C. Spielvogel & Sons Exc., Inc., its agents and employees from and against all claims arising out of or in connection with the Owner and/or General Contractor's responsibilities in regards to safety, regardless of whether C. Spielvogel & Sons Exc., Inc. has assisted or advised Owner and/or General Contractor in fulfilling such responsibilities. C. Spielvogel & Sons Exc., Inc. reserves the right to stop any part of its work and/or the Owner and or General Contractor's work which C. Spielvogel & Sons Exc., Inc. deems unsafe until corrective measures have been taken. C. Spielvogel & Sons Exc., Inc.'s failure to stop unsafe practices of the Owner and or General Contractor shall not relieve the Owner and or General Contractor of its responsibilities in regards to safety.

To the fullest extent permitted by law, Owner and or General Contractor agrees to hold harmless and defend C. Spielvogel & Sons Exc., Inc. from any and all claims, demands, and judgements, including attorney's fees, and to indemnify and reimburse C. Spielvogel & Sons Exc., Inc. for any and all expenses, damages, or liability incurred by C. Spielvogel & Sons Exc., Inc., whether directly or indirectly caused in whole or in part by the Owner and or General Contractor, on account of or in connection with any work done by the Owner and/or General Contractor under this agreement, or by any person, firm, or corporation to whom any portion of the work is sublet by the Owner and or General Contractor.

C. Spielvogel & Sons Exc., Inc. is entitled to final payment when our portion of the construction project is substantially completed.

In the event C. Spielvogel & Sons Exc., Inc. seeks legal collection in order to collect restitution of this contract, any and all fees incurred by C. Spielvogel & Sons Exc., Inc., including all attorney fees, will be ensured paid by persons or companies entering into this contract with C. Spielvogel & Sons Exc., Inc. If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner and/or General Contractor agrees to pay all attorney's fees, costs and expenses incurred by C. Spielvogel & Sons Exc., Inc. in connection with collecting that amount.

C. Spielvogel & Sons Exc., Inc. proposes to furnish material and labor complete in accordance with the above specifications, and prices, terms and payment shall be due net on receipt of invoice. A 1.5% per month service (interest) charge shall be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

AUTHORIZED SIGNATURE: _____
Steve Spielvogel, President

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

DATE OF ACCEPTANCE: 12-4-18

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

101 93100 - 521900

C. SPIELVOGEL & SONS EXCAVATING, INC.
1810 North 44th Street
P. O. Box 89
Sheboygan, WI 53082-0089
Phone: 920-458-1512

INVOICE

DATE	INVOICE #
12/31/2018	13354

BILL TO
City of Sheboygan
Purchasing Department
828 Center Avenue, Suite 208
Sheboygan, WI 53081

P.O. NO.	TERMS	DUE DATE
281016-00	Net 30 - 1.5% thereafter	1/30/2019

DESCRIPTION	QTY	RATE	AMOUNT
P. O. #281016-00 Demolition 736 S. Water Street Sheboygan, WI		8,600.00	8,600.00
		Total	**$8,600.00**

109670
UU

OK TO PAY
PO # 281016-00
1/14/19

10123100 - 521900

Stefancin, Marie

From: Stefancin, Marie
Sent: Wednesday, January 02, 2019 8:14 AM
To: 'Cream City Process'
Subject: RE: [My Form]

Good morning Sara,

Attorney Cameron got back to me this morning regarding this and we will not be needing a skip trace at this time.

Thank you,

Marie

From: Cream City Process [mailto:creamcityprocess@gmail.com]
Sent: Thursday, December 20, 2018 3:49 PM
To: Stefancin, Marie
Subject: Re: [My Form]

Exhibit 11

Please advise...

Happy Holidays!
-Sara Conrad

Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com

ACCREDITED BUSINESS BBB. Click for Profile

LEADER RANKINGS Law Journal VOTED BEST PROCESS SERVER

The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or phone and delete this message and its attachments, if any.
Correspondence should not be interpreted as legal advice.

On Tue, Dec 11, 2018 at 1:22 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.
Hi! We were finally advised by the current resident that they purchased the house recently from James Pulaski. Would you like us to do a skip trace to see if we can find his current address?

Happy Holidays!
-Sara Conrad

Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com

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Correspondence should not be interpreted as legal advice.

On Fri, Nov 9, 2018 at 1:46 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.
Received, thank you.

Thanks so much!
Sara Conrad

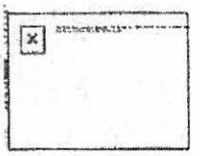
Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com







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Correspondence should not be interpreted as legal advice.

On Thu, Nov 8, 2018 at 1:29 PM 123ContactForm <marie.stefancin@sheboyganwi.gov> wrote:

Your Name	Marie Stefancin
Address	828 Center Avenue Sheboygan WI 53081
Your Phone	920-459-3917
Company	City of Sheboygan
Your Email (all updates sent via email unless otherwise requested)	marie.stefancin@sheboyganwi.gov
How many people/entities are we serving?	1
Name of person/entity being served	James S. Pulaski
Address of person/entity being served	940 S 57th Street West Allis, WI 53214
Address of 2nd person/entity being served (if different from the 1st)	
When is service due?	11/13/2018
Do you require "rush" service?	No
Do you need a Skip	No

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick 10/16

Wisconsin Division of Safety and Buildings

Wisconsin Stats. 101.63, 101.73

Wisconsin Uniform Building Permit Application

Instructions on back of second ply. The information you provide may be used by other government agency programs [(Privacy Law, s. 15.04 (1)(m))]

Application No.

Parcel No.

PERMIT REQUESTED ☐ Constr. ☐ HVAC ☐ Electric ☐ Plumbing ☐ Erosion Control ☐ Other

Owner's Name: James Pulaski	Mailing Address: 940 S. 57th Street West Allis WI 53214		Tel. No. (608) 785-1616
Contractor Name & Type	Lic/Cert#	Mailing Address	Tel. & Fax No.
Dwelling Contractor (Constr.)			
Dwelling Contr. Qualifier		The Dwelling Contr. Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr.	
HVAC			
Electrical			
Plumbing			

PROJECT LOCATION Lot area Sq.ft. ☐ One acre or more of soil will be disturbed ☐Town ☐Village ☐City of ____ 1/4, ____ 1/4, of Section ____, T____N, R ____E/W

Building Address	County	Subdivision Name	Lot No.	Block No.
2226 S. Lake St Unit 5308	Sheboygan			

Zoning District(s)	Zoning Permit No.	Setbacks: Front ft.	Rear ft.	Left ft.	Right ft.

1. PROJECT
☐ New ☐ Repair
☐ Alteration ☐ Raze
☐ Addition ☐ Move
☐ Other:

2. AREA INVOLVED (sq ft)

	Unit 1	Unit 2	Total
Unfin. Bsmt			
Living Area			
Garage			
Deck/ Porch			
Totals			

3. OCCUPANCY
☐ Single Family
☐ Two Family
☐ Garage
☐ Other:

4. CONST. TYPE
☐ Site-Built
☐ Mfd. per WI UDC
☐ Mfd. per US HUD

5. STORIES
☑ 1-Story
☐ 2-Story
☐ Other:
☐ Plus Basement

6. ELECTRIC
Entrance Panel Amps: ____
☐ Underground
☐ Overhead

7. WALLS
☐ Wood Frame
☐ Steel
☐ ICF
☐ Timber/Pole
☐ Other:

8. USE
☐ Seasonal
☐ Permanent
☐ Other:

9. HVAC EQUIP.
☐ Furnace
☐ Radiant Baseb'd
☐ Heat Pump
☐ Boiler
☐ Central AC
☐ Fireplace
☐ Other:

10. SEWER
☐ Municipal
☐ Sanitary Permit#

11. WATER
☐ Municipal
☐ On-Site Well

12. ENERGY SOURCE

Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar Geo
Space Htg	☐	☐	☐	☐	☐	☐
Water Htg	☐	☐	☐	☐	☐	☐

13. HEAT LOSS
____ BTU/HR Total Calculated
Envelope and Infiltration Losses (available from "Total Building Heating Load" on Rescheck report)

14. EST. BUILDING COST w/o LAND
$

I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.
I/we verify that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the reverse side of the last ply of this form.

APPLICANT (Print:) James Pulaski **Sign:** James Pulaski **DATE** 10/10/16

APPROVAL CONDITIONS This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. ☐ See attached for conditions of approval.

ISSUING JURISDICTION ☐Town of ☐Village of ☐City of ☐County of ☐State→ | State-Contracted Inspection Agency#: | Municipality Number of Dwelling Location: ___ ___-___ ___ ___

FEES:		PERMIT(S) ISSUED	WIS PERMIT SEAL #	PERMIT ISSUED BY:
Plan Review	$	☐ Construction		Name
Inspection	$	☐ HVAC		
Wis. Permit Seal	$	☐ Electrical		
Other	$	☐ Plumbing		
Total	$	☐ Erosion Control		

SBD-9823(R11/11) Distribute: ☐ Ply 1 – Issuing Jurisdiction; ☐ Ply 2- Issuer forwards to state w/in

Exhibit 1

Sheboygan, WI 10/10 20 16 Application No.: 167801

BUILDING PERMIT APPLICATION

The undersigned hereby applies for a permit to construct, remodel, repair, or install according to the following statement:

1. Address of Installation: 736 S. Water Street
2. Building Type:
   Commercial: ____ Commercial - ILHR Plan Approval : _____ (Date)
   Residential: ✓ One or Two Family Residence: _____
3. Description of Work: Rough Carpentry and roof joist installation

4. Estimated Cost of Job $: $6978.73 Scheduled Start Date: 10/10/2016
5. Fees $: _____ Escrow $: _____ Penalty Fees $: _____
6. Owner: James Pulaski Telephone No.: 405 905 1616
   Address: 940 S. 57th St City: West Allis WI 53214
7. Contractor: _____ Telephone No.: _____
   Address _____ City: _____
   BLDG Qualifier Cert. #: _____ BLDG Contractor Cert. #: _____
8. Architect: _____ Telephone No.: _____
   Address: _____ City: _____
9. Remarks: _____

The undersigned hereby applies for a permit to do the work above described, and hereby agrees that such work will be done in accordance with the descriptions herein set forth in this statement; and it is further agreed to construct, alter, repair and install in strict compliance with the building ordinance and other ordinances of the City of Sheboygan and the State Building Code of Wisconsin and to obey any and all lawful orders of the Inspector of Buildings of the City of Sheboygan. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said undersigned, shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

PLEASE TAKE NOTE: APPLICANT MUST CALL FOR ALL REQUIRED INSPECTIONS. Failure to do so will result in a penalty fee of $50 plus may delay any future transactions with the City of Sheboygan.

Applicant Signature: James Pulaski
Print Name: James Pulaski
Address: 940 S. 57th Street
City, ST Zip: West Allis WI 53214

Updated: 05/05/2016 (over)

Building Inspection Department
828 Center Ave., Suite 105
Sheboygan, WI 53081
Phone: (920)459-4064
Fax: (920)459-0210
City Website: www.sheboyganwi.gov

City of Sheboygan
spirit on the lake

Permit Number
B 162790
Date Issued
10/10/2016
Application No.
162801

Permit Type: BUILDING - ALTERATIONS

Property Number	Zone Code
109670	UR
Street Address	
736 S WATER ST	

Owner Information	Applicant Information
PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432	PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432

Contractor Information

PULASKI, JAMES S.
736 S WATER ST
SHEBOYGAN, WI 53081-4432

Escrow Balance:

Description of Work: ROUGH CARPENTRY

Permit Details:
ROUGH CARPENTRY AND ROOF JOLST INSTALLATION.

Cost of Work: $6,979

Fees	
BUILDING PERMIT	$ 70.00
Total Fees	$ 70.00

The applicant hereby applies for a permit to do the work described above and hereby agrees to comply with City of Sheboygan Municipal Ordinances and with the descriptions herein set forth in this statement; and to obey any and all lawful orders of the City Inspector or his/her designee; understands that the issuance of the permit creates no legal liability, express or implied, on the Building Inspection Department and any agent or employee thereof; and certifies that all the above information is accurate.

PATRICK EIRICH
Building Inspector

10/10/2016
Date

Permit expires in 6 months as long as work commences within 30 days.

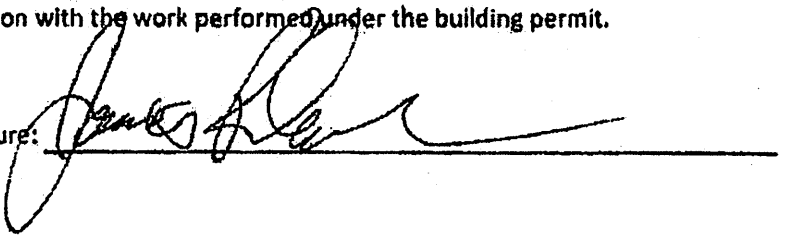
CAUTIONARY STATEMENT TO PROPERTY OWNERS OBTAINING BUILDING PERMITS

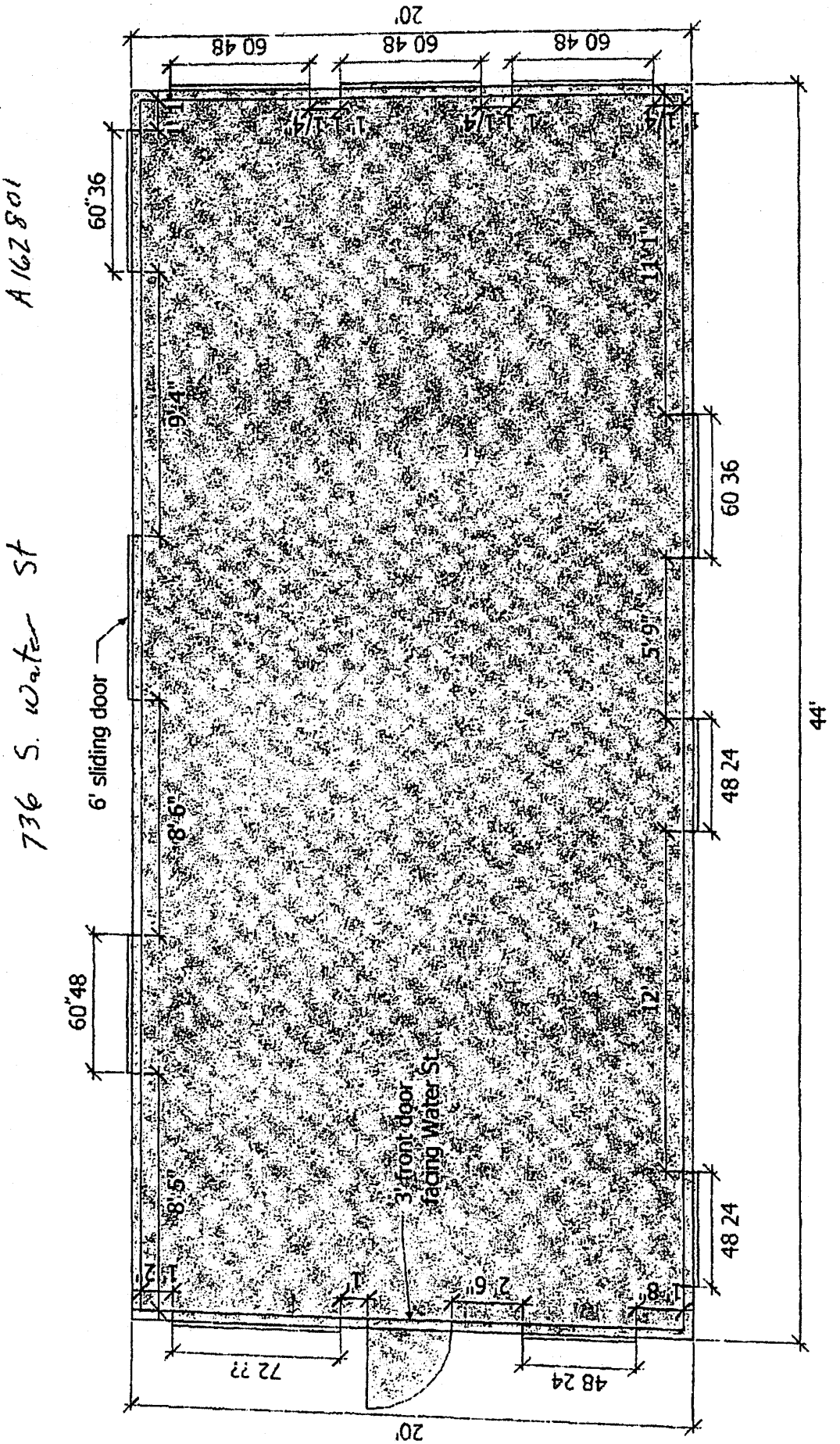
101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s.101.654(2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the 1- and 2-family dwelling code or any ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death or others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Owner Signature: 


A 162 801
736 S. Water St
20'
60 48
60 48
60 48
1'-1 1/4"
1'-1 1/4"
1'-1 1/4"
60"36
11'1"
9'4"
60 36
5'9"
6' sliding door
48 24
44'
8'6"
60"48
12'
3' front door facing Water St
8'5"
48 24
2'6"
1'
72 72
48 24
20'

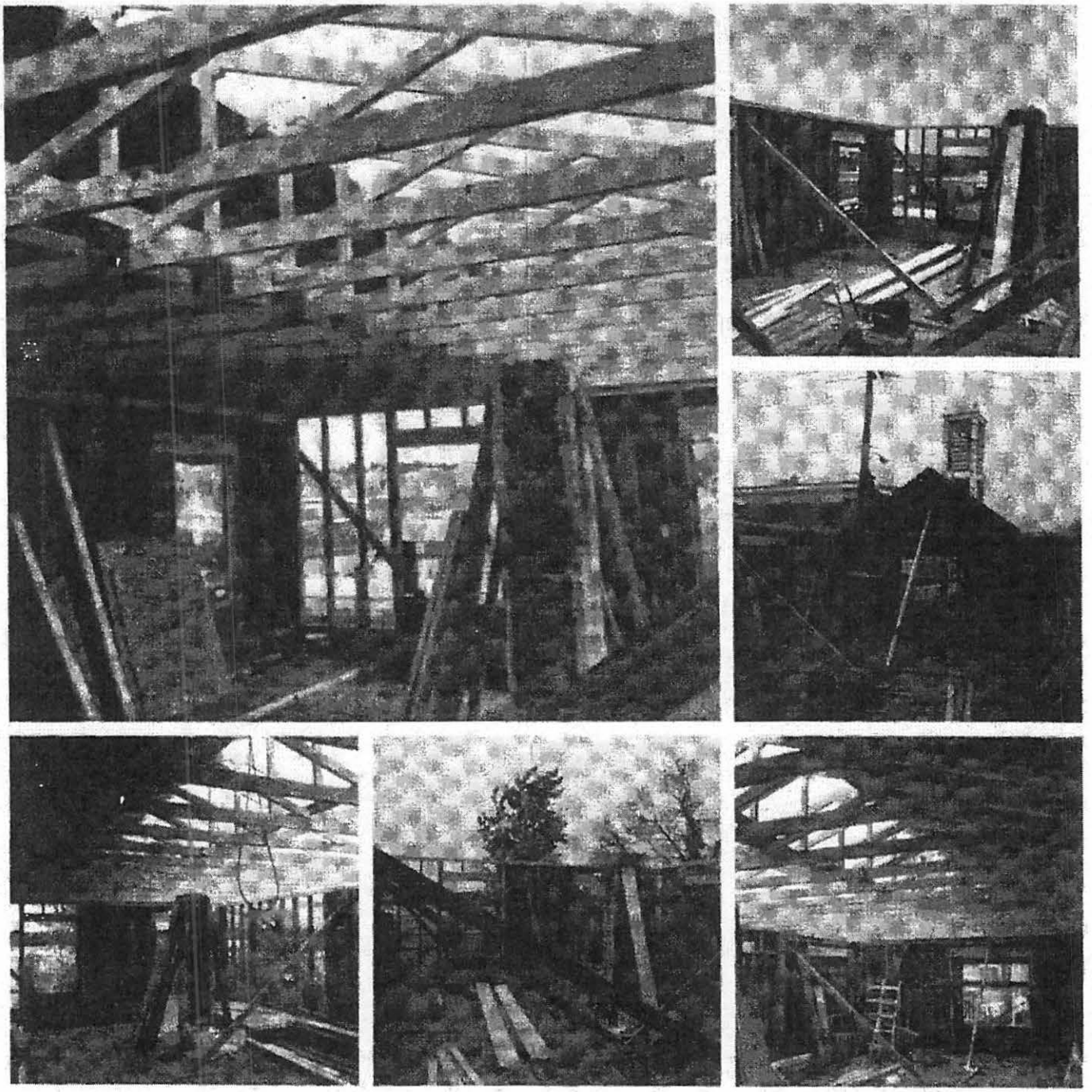
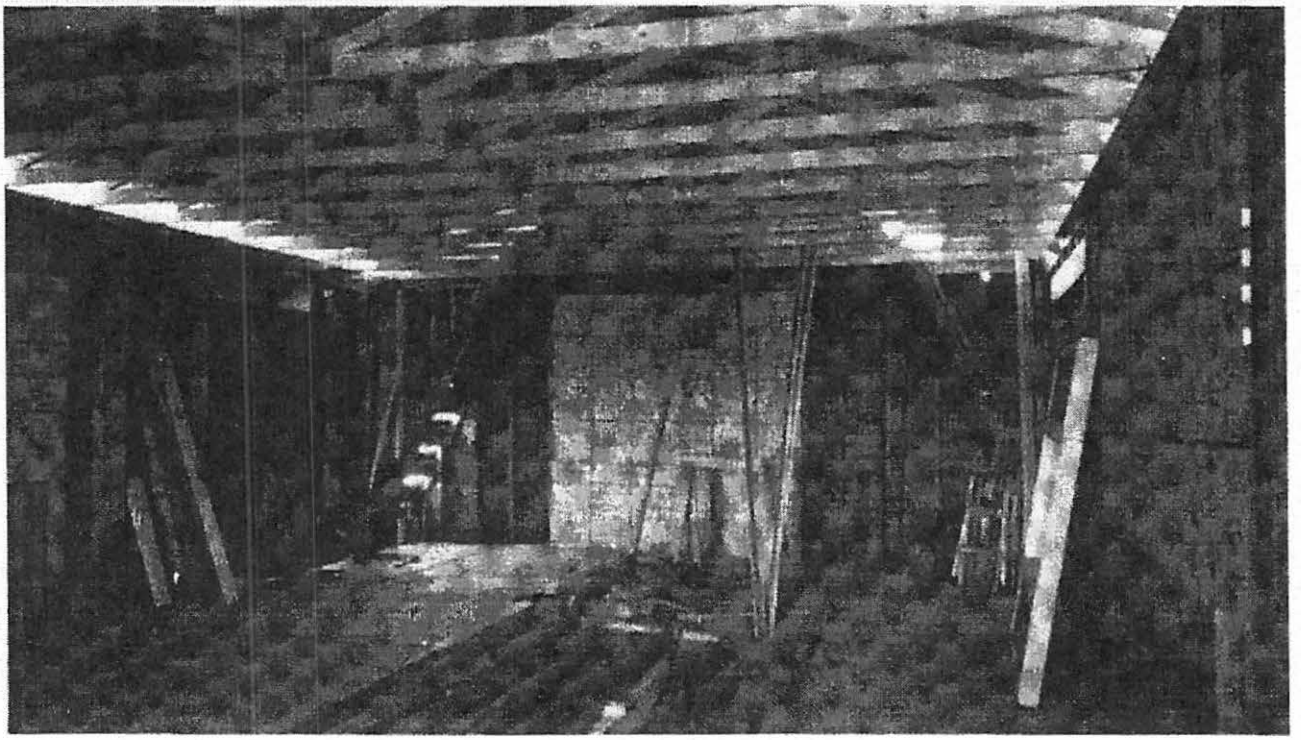


Exhibit 2



From: Repphun, Linda
Sent: Monday, January 23, 2017 11:54 AM
To: Veeser, James
Cc: Weber, Penny
Subject: RE: 736 S Water Street

Penny Weber is adding contacting info or keyholder info. I will forward this information to her.

Linda

From: Veeser, James
Sent: Monday, January 23, 2017 11:52 AM
To: Repphun, Linda
Subject: FW: 736 S Water Street

Exhibit 3

Linda,

Did you want to enter this person's name as the contact for that address.

Veeser

From: Pulaski, James S. [mailto:James.Pulaski@va.gov]
Sent: Friday, January 20, 2017 2:13 PM
To: Veeser, James
Cc: Hart, Gary
Subject: 736 S Water Street

Hello Captain Veeser

I wanted you to have my contact information on file for a property I own in Sheboygan at 736 S Water Street

James Pulaski
940 S 57th Street
West Allis WI 53214
Phone 405-905-1616 cell, I kept my old number from Oklahoma

I want to thank you guys for patrolling this area near the Catholic Church and High School. I have big plans for that house. It now has the second floor reframed (hidden behind the old siding), has a new roof and the basement masonry was looked at. Come Spring we plan to reframe the downstairs for better larger windows and then it will get new windows and siding on both floors which will dramatically change the look of it. I expect to finish sometime this summer.

When I discovered that our Captain Gary Hart at the Veterans Administration in Milwaukee where I work lives in Sheboygan I asked him if he might help with your contact info.

I will be in Sheboygan this weekend to check the place out.

Thanks

James Pulaski

Do something every day to reduce:

Industrial Engineer, Systems Redesign
Clement J Zablocki VA Medical Center
Bldg 6 Room A-116, Extension 47338

Muda - Waste
Muri - Overburden
Mura – Unevenness

From: Hart, Gary
Sent: Thursday, January 19, 2017 10:22 AM
To: Pulaski, James S.
Subject: SPD

James,

Here is Sheboygan PD's Operations Captain's email

james.veeser@sheboyganwi.gov

Gary W. Hart, Captain
Operations Officer
Milwaukee VAPD
(414) 384-2000 Ext 45942

RAZE ORDER

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

736 South Water Street, Wisconsin, on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Exhibit 4

OWNER:

James S. Pulaski
940 S 57th Street
West Allis, WI 53214

RETURN TO:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081

INTERESTED PARTIES:

59281109670
Parcel Ident. No.

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

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

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Pursuant to sec. 66.0413(1)(b), Wis. Stats., and on the finding by the Code Enforcement Officer of the City of Sheboygan that the house located on the above-described premises is so dilapidated and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use; and on the determination by said Code Enforcement Officer that the cost of such repairs would exceed fifty percent (50%) of the assessed value of such buildings divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for this municipality in that said house was last assessed at four thousand five hundred dollars ($4,500). which assessment was at 96.21% of full value level, thus making the full assessed value of the house four thousand six hundred seventy seven dollars and 27/100 ($4,677.27). The necessary repairs for said house would exceed fifty percent (50%) of this amount.

NOW, THEREFORE, IT IS HEREBY ORDERED that the house located at:

736 South Water Street, Wisconsin on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the

FILE COPY

Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

be razed and removed and the site restored to a dust-free and erosion-free condition by the owner of said premises within thirty (30) days of service of this Order.

NOTICE IS HEREBY GIVEN that, in the event of failure or refusal to comply with this Order within the time prescribed herein, the house shall be razed and removed and the site restored to a dust-free and erosion-free condition in accordance with sec. 66.0413(1)(f), Wis. Stats., and the cost of such razing, removal and restoration of the site to a dust-free and erosion-free condition shall be charged against the above-described real estate upon which such house are located and shall be a lien upon such real estate, and may be assessed and collected as a special tax.

NOTICE IS FURTHER GIVEN that, in the event the house contains personal property or fixtures which will unreasonably interfere with the razing of said house and garage, or if the razing of the house and garage makes necessary the removal, sale or destruction of such personal property or fixtures, the Code Enforcement Officer further orders the removal of said personal property and fixtures, pursuant to sec. 66.0413(1)(i), Wis. Stats., **by December 15, 2018.**

Dated this 7 day of November, 2018, at Sheboygan, Wisconsin.

William Borzyskowski
CODE ENFORCEMENT OFFICER
Building Inspection Department
City of Sheboygan

Subscribed and sworn to before me
this 7 day of November, 2018.

Notary Public-State of Wisconsin
My commission expires 1-8-2022

MARIE M. STEFANICH NOTARY PUBLIC STATE OF WISCONSIN

Sheboygan Press
media
A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

Exhibit 5

SHEB, CITY OF,LEGAL ACCT

828 CENTER AVE OFC OFFICE

SHEBOYGAN WI 530814442

I, being duly sworn, doth depose and say I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an avertisment of which the annexed is a true copy, taken from said paper, which published therein on:

Account Number: GWM-60409220
Order Number: 0003247446
No. of Affidavits: 1
Total Ad Cost: $86.36
Published Dates: 11/10/18

(Signed) Shelly Hoya (Date) November 15, 2018
Legal Clerk

KAZOUA YANG NOTARY PUBLIC STATE OF WISCONSIN

Signed and sworn before me

Kazoua Yang

My commission expires 11/9/22

received
11-19-18

SHEB, CITY OF,LEGAL ACCT
Re: 59281109670

GANNETT WI MEDIA
435 EAST WALNUT ST.
PO BOX 23430
GREEN BAY, WI 54305-3430

GANNETT
Wisconsin Media
Delivering Customers. Driving Results.

PHONE 920-431-8298
FAX 877-943-0443
email: legals@sheboyganpress.com

VI

5.10

R. C. No. 314 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 283-17-18 by Finance and Personnel Committee and R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Ronald Dekker
James A. Bohren

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.7

R. C. No. 283 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2/8/2019
4-8-19 refer to Finance + Personnel of new council.

James A. Bolte

Committee

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

Dated_____ 20____. , City Clerk

Approved_____ 20____. _____, Mayor

VII

5.7

R. C. No. 416- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance of the new council.

Finance of new Council

2018 Finance + Personnel of new Council

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 199 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Finance

City Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG
1731 S. 13th Street
Sheboygan, WI 53081

MARY A. HEITZMANN
2206 Sunflower Ave
Sheboygan, WI 53081

PLAINTIFFS,

v.

ANTHONY HAMILTON
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

BRANDON KEHOE
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
Chief Christopher Domagalski
828 Center Avenue
Sheboygan, WI 53081

WILSON MUTUAL INSURANCE COMPANY
C/O Registered Agent:
Christopher R. Bandt
1425 Memorial Drive
Manitowoc, WI 54220,

XYZ INSURANCE COMPANY

DEFENDANTS.

COMPLAINT

JURISDICTION

1. PLAINTIFFS bring this action pursuant to 42 USC §1983, and as a State law negligence cause of action, as more particularly described herein. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.

2. Upon information and belief, each Defendant has at all times material hereto been a citizen and resident of the Eastern District of Wisconsin. The Defendants' conduct described below all took place in the Eastern District of Wisconsin. Venue in this action is appropriately in the U. S. District Court for the Eastern District of Wisconsin pursuant to U.S.C. §1391(b) (1) and (2).

PLAINTIFFS PLEAD

3. PLAINTIFF KURT KLESSIG is an adult individual residing at 1731 South 13th Street Sheboygan, WI 53081.

4. MARY HEITZMANN is an adult individual residing at 2206 Sunflower Avenue, Sheboygan, WI 53081.

5. Upon information and belief, ANTHONY HAMILTON is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

6. Upon information and belief, BRANDON KEHOE is an is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

7. Upon information and belief, the CITY OF SHEBOYGAN is a municipal body organized under and subject to the laws of the State of Wisconsin with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

8. Upon information and belief, at all times material hereto, the CITY OF SHEBOYGAN POLICE DEPARTMENT is a Department of the City of Sheboygan with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

9. Upon information and belief, at all times material hereto, WILSON MUTUAL INSURANCE COMPANY (Wilson) is a domestic insurance company doing business at 3330 Stahl Rd in Sheboygan, WI 53081.

10. Upon information and belief, Wilson may have paid worker's compensation benefits to the Plaintiff Kurt Klessig for the injuries caused to him by the Defendants and by reason of such payment Wilson may have a subrogated claim against the Defendants.

11. Upon information and belief, at all times material hereto, the City of Sheboygan and the City of Sheboygan Police Department are charged by the State of Wisconsin, Federal Law and the constitutions of the United States and of the State of Wisconsin with providing security and protection to the citizens and frequenters of the City of Sheboygan and to protect each citizen's constitutional right to life, liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

12. Upon information and belief, the XYZ INSURANCE COMPANY, (XYZ), is a foreign liability insurance company with its principal place of business located outside of Wisconsin and engaged in substantial, not isolated business in the State of Wisconsin. Prior to July 17, 2016 XYZ issued its policy of liability insurance providing liability insurance to the Defendants for their conduct as alleged herein. Such policy was in full force and effect at all times material hereto. By reason of such policy and the laws of the State of Wisconsin XYZ is a proper party Defendant hereto.

13. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because substantial Wisconsin and U. S. Constitution questions are involved.

14. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because any such administrative remedy is inadequate to avoid irreparable harm to the Plaintiffs.

15. Upon information and belief, each of the Plaintiffs have a constitutional right to life liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

16. Upon information and belief, on or about July 17, 2016 the Plaintiffs were present as innocent bystanders inside the Union Ave Tap, 1401 Union Avenue, Sheboygan, WI at which time an armed, masked robber entered the Union Ave Tap.

17. Upon information and belief, Plaintiff Kurt Klessig dialed 911 and contacted law enforcement authorities in the City of Sheboygan to advise that an armed robbery was in progress at the Union Ave Tap.

18. Upon information and belief, the law enforcement authorities of the City of Sheboygan radioed and advised two of its police officers, Officer Anthony Hamilton and Officer Brandon Kehoe, that an armed robbery was in progress at the Union Ave Tap.

19. Upon information and belief, at all times material hereto, Officers Hamilton and Kehoe were employees of the City of Sheboygan Police Department and were operating under color of law.

20. Upon information and belief, Officers Hamilton and Kehoe drove to the Union Ave Tap and approached the building knowing that an armed robbery was in progress inside the Union Ave Tap.

21. Upon information and belief, as they approached the Union Ave Tap Officers Hamilton and Kehoe were familiar with the interior layout of the Union Ave Tap including the entries and exits on the north side and southeast corner of the premises.

22. Upon information and belief, Officers Hamilton and Kehoe looked into the interior of the Union Ave Tap through a window and saw four individual innocent bystanders inside the bar and where they were located - one individual innocent bystanders seated at the video game machines on along the south wall, the Plaintiffs, located on either side of the bar at the south end of the bar, and one customer at the north end of the bar in a seated position.

23. Upon information and belief, Officers Hamilton and Kehoe observed the 4 innocent bystanders all looking towards the southeast exit from the Union Tap.

24. Upon information and belief, Officers Hamilton and Kehoe knew or should have known that the armed robber was approaching the southeast exit from the Union Tap.

25. Upon information and belief, Officers Hamilton and Kehoe could not see the armed masked robber and assumed that the armed masked robber was near the doorway at the southeast corner of the Union Ave Tap where the innocent bystander inside the Union Ave Tap were looking.

26. Upon information and belief, Officers Hamilton and Kehoe knew from the radio transmissions they received from the City of Sheboygan Police law enforcement authorities and from their observations through the window into the Union Ave Tap that immediate intervention in the armed robbery in progress in the Union Ave Tap was not required.

27. Upon information and belief, Officers Hamilton and Kehoe knew that they could have called for backup and waited, or taken cover and waited, until the armed masked robber exited the Union Ave Tap.

28. Upon information and belief, at no time did Officers Hamilton or Kehoe call for backup before proceeding.

29. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from calling for backup.

30. Upon information and belief, at no time did Officers Hamilton or Kehoe take cover and waited until the armed masked robber exited the premises through the southeast door.

31. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from taking a covered, secured position and waiting to confront the armed masked robber until the armed masked robber had completely exited the Union Ave Tap.

32. Upon information and belief, Officers Hamilton and Kehoe positioned themselves in front of the southeast exit door, expecting the armed robber to exit through that door.

33. Upon information and belief, as Officers Hamilton and Kehoe were so positioned, the armed masked robber opened the southeast door from the inside and began to exit.

34. Upon information and belief, Officers Hamilton and Kehoe then stepped in front of the door, confronted the robber and placed themselves in a direct line of fire at the armed masked robber and towards the innocent bystander Plaintiffs located inside the Union Ave Tap.

35. Upon information and belief, in so positioning themselves, Officers Hamilton and Kehoe knew or should have known that if they were compelled to fire towards the armed masked robber exiting the building through the southeast door, they would be firing directly towards the

innocent bystanders Kurt Klessig and Mary Heitzmann inside the Union Ave Tap.

36. Upon information and belief, Officers Hamilton and Kehoe then discharged their guns towards the robber and towards the innocent bystander Plaintiffs, Kurt Klessig and Mary Heitzmann.

37. Upon information and belief, in so positioning themselves, knowing that their line of fire towards the exiting armed masked robber required them to shoot towards innocent bystanders, the Plaintiffs, Officers Hamilton and Kehoe created an officer-created jeopardy by putting themselves in a position where they had no other option in confronting the armed masked robber other than to shoot towards innocent bystanders, the Plaintiffs Kurt Klessig and Mary Heitzmann.

38. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of the City of Sheboygan Police Department's rules and regulations.

39. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of every industry standard concerning police officers' discharging weapons under the circumstances described.

40. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was negligence.

41. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe in not calling for or waiting for backup, and not waiting for the armed masked robber left the premises and cleared the southeast doorway, and/or positioning themselves immediately outside the southeast exit doorway from Union Ave Tap would require that if they had to confront and shoot at the armed masked robber exiting that door, they would have to shoot directly towards innocent bystanders.

42. Upon information and belief, every reasonable police officer would understand that such conduct described in paragraphs 17-41 above would violate the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they are entitled to under the Due Process clause of the 14th Amendment of the United States Constitution.

43. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe described in paragraphs 17-41 above violate clearly-established, non-discretionary law, policies and procedures applicable to them as police officers in the City of Sheboygan.

44. Upon information and belief, the conduct of Officers Hamilton and Kehoe in not calling or waiting for backup, and not waiting until the armed masked robber left the premises and cleared the southeast exit doorway of the Union Ave Tap, and in positioning themselves immediately outside the southeast exit door from the Union Ave Tap such if they had to confront and shoot at the robber exiting the door, they would have to shoot directly towards innocent bystanders, the Plaintiffs, demonstrated reckless and callous indifference to the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they were entitled to under the due process clause of the 14th Amendment of the US Constitution which shocks the conscience.

45. Upon information and belief, the City of Sheboygan and the City of Sheboygan Police Department failed to provide training to Officers Hamilton and Kehoe which instructed them that under the circumstances described in ¶¶ 17-41 infra. they should call and wait for backup, should wait until the armed masked robber had come out of the Union Ave Tap and cleared the doorway of the southeast exit door of the Union Ave Tap before confronting the robber, and they should not position themselves such that

if they confronted the armed masked robber exiting the Union Ave Tap through the southeast exit doorway and were compelled to shoot at that robber, they would be also be shooting at the innocent bystander Plaintiffs inside the Union Ave Tap.

46. Upon information and belief, such failure by the City of Sheboygan and the City of Sheboygan Police Department to train Officers Hamilton and Kehoe amounts to a deliberate indifference to the rights of innocent bystanders, including Plaintiffs Kurt Klessig and Mary Heitzmann, to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

47. Upon information and belief, such conduct described above on the part of each of the Defendants was at all times material hereto done under the color of law and violated the constitutional rights of Kurt Klessig and of Mary Heitzmann to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

48. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot Plaintiff Kurt Klessig, causing him to incur severe, permanent physical and mental injury to Kurt Klessig, causing him to incur expenses in the past and which he reasonably believes he will continue to incur in the future on a permanent basis to treat such injuries, causing him to incur a permanent disability and disfigurement, causing him to incur a loss of earning capacity in the past and which he reasonably believes he will incur in the future on a permanent basis, causing him to incur severe permanent disfigurement, causing him to incur the loss of the ability to enjoy life, in an amount in excess of $75,000.00.

49. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot towards Plaintiff Mary Heitzmann which caused her to fear for her life and to witness the bloody aftermath of their shooting of Plaintiff Kurt Klessig, which caused Plaintiff Mary Heitzmann severe permanent mental injury, causing her to incur expenses for the treatment of such mental injury in the past and which she reasonably believes she will incur on a permanent basis, causing her to incur a loss of income, and causing her to incur the loss of the ability to enjoy life, in an amount in excess of $75,000.00.

FIRST CAUSE OF ACTION - NEGLIGENCE

50. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

51. Upon information and belief, such conduct on the part of each of the Defendants was negligence which caused compensatory damages to each of the Plaintiffs, entitling each of the Plaintiffs to judgment for such compensatory damages against each of the Defendants, jointly and severely, together with attorney's fees and taxable costs and disbursements.

SECOND CAUSE OF ACTION - 42 U.S.C. §1983

52. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

53. Upon information and belief, such conduct on the part of each Defendant was done under color of law and has diminished each Plaintiff's constitutionally-protected right to life, liberty and the pursuit of happiness guaranteed to them by the Due Process clause of the 14th Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severely, for the Plaintiffs' compensatory damages, actual attorney's fees and costs.

WHEREFORE, Plaintiffs demand Judgment:

A. Under the FIRST CAUSE OF ACTION against each Defendant, jointly and severally, on behalf of each Plaintiff for such Plaintiffs' compensatory damages, together with attorney's fees and taxable costs and disbursements;

B. Under the SECOND CAUSE OF ACTION in favor of each Plaintiff against each Defendant, jointly and severally, for each Plaintiff's compensatory damages and actual attorney's fees and costs.

DEMAND IS MADE FOR A TRIAL IN THIS MATTER BY A 12 PERSON JURY.

Dated this 6th day of January, 2017.

ROBERT L. ELLIOTT
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT
SBN: 1013862

P.O. ADDRESS:
735 North Water St., #1212
Milwaukee, WI 53202
414-225-9000
rle@attorneyelliott.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann *Plaintiff(s)*	)	
v.	)	Civil Action No. 17-CV-31
Anthony Hamilton, et al. *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH [illegible], CLERK OF COURT

Date: 01/10/2017

s/Tony Byal
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Civil Action No. 17-CV-31

Anthony Hamilton, et al.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JON W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/Toni Byrd
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify):* _____

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Brandon Kehoe
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JON W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/ Tony Byall
Signature of Clerk or Deputy Clerk

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify):* _____

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann	)	
Plaintiff(s)	)	
v.	)	Civil Action No.
Anthony Hamilton, et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH P. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/ Tony Byal
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify):*

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

VI

5.14

R. C. No. 318 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 286-17-18 by Finance and Personnel Committee and R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.11

R. C. No. 286 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018/2019
4-8-19 refer to Finance
Personnel of new council.

James A Bohn

Committee

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

Dated_____ 20____. , City Clerk

Approved_____ 20____. _____, Mayor

II

3.5

R. O. No. 242 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan.

Finance + Personnel.
Finance + Personnel
& new Council

CITY CLERK

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8TH STREET
BENTONVILLE, ARKANSAS 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date 11/30/17 Time 11:10 A.M. - P.M.
Served Upon Susan Richards
828 Center Ave, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose

address is 615 N. Sixth Street, Sheboygan, Wisconsin 53081-4612, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:
Electronically signed by Russell J. Karnes
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
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Attorneys for Plaintiff

POST OFFICE ADDRESS:

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Maplewood, MN 55109
(952) 426-7373 – Phone
bob@roberthilllaw.com

civil/Walmart – City of Sheboygan/P//2017/Summons

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000816
Honorable Kent
Hoffman
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th STREET
BENTONVILLE, AR 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Stores, Inc. ("Walmart"), by its undersigned counsel, Christopher L. Strohbehn and Russell J. Karnes, Gimbel, Reilly, Guerin & Brown LLP, and Robert A. Hill and Robert Hill Law, Ltd., for its complaint against Defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under WIS. STAT. §74.37(3)(d), for a declaration by this court that the 2017 fair market value with respect to the parcel of real property in the City known as parcel # 59281479120 ("the Property"), is no more than $9,689,490, and, if

necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2017, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue within the City.

4. The Property is located at 3711 S Taylor Drive within the City.

Background Facts

5. The 2017 Total Estimated Fair Market Value ("EFMV") of the property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2017 assessment of the Property with the City's Board of Review ("BOR") pursuant to WIS. STAT. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of WIS. STAT. §70.37(3). See attached Exhibit "A".

7. Based on the BOR's Waiver determination, WIS. STAT. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was received by Walmart's agent-in-fact, Paradigm Tax Group, on September 28, 2017.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The fair market value of the Property as of January 1, 2017 was no higher than $9,689,490.

10. The 2017 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2017 was excessive.

11. Upon information and belief, the 2017 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

12. Walmart is entitled to a refund of 2017 as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Declaratory Judgment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. As alleged above, the City's BOR delegated its authority to determine the 2017 EFMV for the Property to this court for its determination.

15. An actual and justiciable controversy exists as to Walmart's right to a reduction in its 2017 EFMV as set forth in WIS. STAT. §70.47.

16. Walmart seeks a declaratory judgment construing WIS. STAT. §70.47 to mandate a reduction in its 2017 EFMV for the Property from $13,265,000 to $9,689,490, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

17. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this court may make an administrative determination of the EFMV for the Property.

WHEREFORE, plaintiff Walmart, seeks the following relief:

A. A determination that the total estimated fair market value of the Property as of January 1, 2017 was no higher than $9,689,490.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:
Electronically signed by Russell J. Karnes
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

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Telephone: 414/271-1440

DOCUMENT DRAFTED BY
NATIONAL TRIAL COUNSEL
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Wayzata, MN 55391
(952) 426-7373 – Phone
bob@roberthilllaw.com

civil/Walmart – City of Sheboygan/P//2017/Complaint

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name *(if applicable)**	
Wal-Mart Stores Inc.		Brendan Douyliez/Robert Hill	
Requestor's mailing address		Agent's mailing address	
P.O. Box 8050 Bentonville, AR 72712		Paradigm Tax Group 30 N. LaSalle #3520 Chicago, IL 60602	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(312) 252 - 0322	
Requestor's email address		Agent's email address	
brandon.caplena@walmart.com		bdouyliez@paradigmtax.com	

Property address	
3711 S. Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number	
59281479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 9,689,490	
Basis for request	
Take matters directly to Circuit Court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
6-13-17	6-13-17

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☑ Approved ☐ Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for Waiver of BOR hearing at their June 21, 2017 meeting.

Kenneth King — for Lucy Richards, Secretary — 6/21/17

Board of Review Chairperson's Signature *Date*

☑ Taxpayer advised 9/28/17

Date

EXHIBIT A

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY
Wal-Mart Stores, Inc. vs. City of Sheboygan	**Electronic Filing Notice**	

Case No. 2017CV000616
Class Code: Money Judgment

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000616 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 4a1755

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

11-22-2017
Date

VI

5.23

R. C. No. 327 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 101-18-19 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.1

R. O. No. 101 - 18 - 19. By CITY CLERK. August 20, 2018.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

Finance + Personnel
4-8-19 ref to Finance + Personnel & new council

CITY CLERK

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV- AUG 13 '18 PM 2:47
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date: 8/13/18 Time: 2:27 am/pm
( ) Personal
( ) Posted
( ) Substitute
(X) Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

Process Server _____

Date: _____ Time _____ am/pm

( ) Personal ( ) Substitute

( ) Personal ( ) Corporate

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

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440
civil/Walmart/Walmart-Sheboygan-City/p-2018/summons2018-08-09

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. (Walmart), by its undersigned counsel, Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2018 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2018, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2018 value of the Property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2018 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Based on the BOR's Waiver determination, Wis. Stat. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was provided to Walmart's agent-in-fact, Paradigm Tax Group, on June 12, 2018.

8. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

9. The allegations of paragraphs 1-8 are incorporated as if fully re-alleged herein.

10. The value of the Property as of January 1, 2018 was no higher than $6,250,000.

11. The 2018 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2018 was excessive.

12. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. The value of the Property as of January 1, 2018 was no higher than $6,250,000.

15. Upon information and belief, the 2018 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

16. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

17. The allegations of paragraphs 1-16 are incorporated as if fully re-alleged herein.

18. As alleged above, the City's BOR delegated its authority to determine the 2018 value of the Property to this Court for its determination.

19. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2018 value of the Property as set forth in Wis. Stat. §70.47.

20. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2018 value of the Property from $13,265,000 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

21. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2018 was no higher than $6,250,000 and Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440
tc/Walmart/Walmart-Sheboygan-City/p-2018/complaint2018-08-09

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name (if applicable)*	
Wal-Mart Stores Inc		Brendan Douyliez/Robert Hill	
Requestor's mailing address		Agent's mailing address	
P.O. Box 8050 Bentonville, AR 72712		Paradigm Tax Group 30 N LaSalle St. #3520 Chicago, IL 60602	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(312) 252 - 0322	
Requestor's email address		Agent's email address	
brandon.caplena@walmart.com		bdouyliez@paradigmtax.com	

Property address	
3711 S Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number	
59281479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 6,250,000	
Basis for request	
Pending Matters in Circuit Court for 2017	
Date Notice of Intent to Appear with BOR was given	Date Objection Form was completed and submitted
06 - 04 - 2018	06 - 04 - 2018

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☑ Approved ☐ Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for Waiver of BOR hearing at their June 12, 2018 meeting.

Board of Review Chairperson's Signature

MD
City Clerk

6/12/18
Date

☐ Taxpayer advised

Date

PA-611-A (R 10/16) Wisconsin Department of Revenue

EXHIBIT A

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2018CV000441
Class Code: Money Judgment

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2018CV000441 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

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Pro Se opt-in code: 8389de

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

08-09-2018
Date

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Summary of 2020 Community Survey

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: March 17, 2020 **MEETING DATE:** April 8, 2020

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
City staff has received the results of the January 20 – February 23, 2020 issued 2020 Community Survey.

The response rate was 1,455 or three percent of city residents 18 years and older. The 2020 survey response was 14 percent higher than 2019 (1,277 responses).

STAFF COMMENTS:
Attached is a copy of the Executive Summary of the survey, along with the survey results. The formal presentation of the survey results includes a PowerPoint to be presented at the April 8, 2020 Common Council meeting.

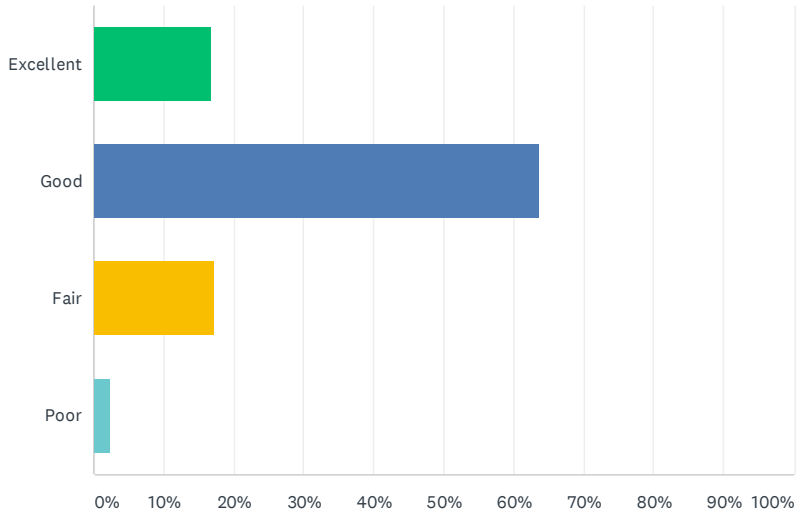
The community survey is used as an additional public input for the Common Council and the city's management team. The survey follows a three year cycle. Every three years, a comprehensive list of questions is administered. The 2019 Community Survey contained this comprehensive list. Year two (2020) contained the condensed list of questions.

ACTION REQUESTED:
For informational purposes only.

ATTACHMENTS:
I. 2020 Community Survey Executive Summary
II. 2018 Community Survey

Q1 Which of the following best describes your opinion of the general quality of life in the City of Sheboygan?

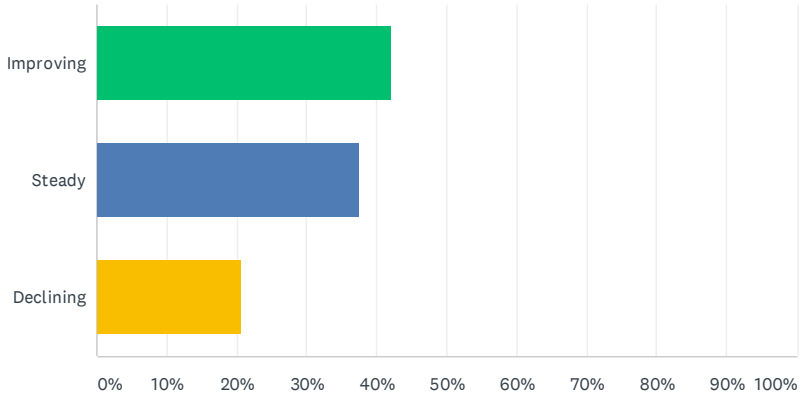
Answered: 1,450 Skipped: 5



ANSWER CHOICES	RESPONSES	
Excellent	16.83%	244
Good	63.66%	923
Fair	17.24%	250
Poor	2.28%	33
TOTAL		1,450

Q2 In your opinion, in which direction is the city headed?

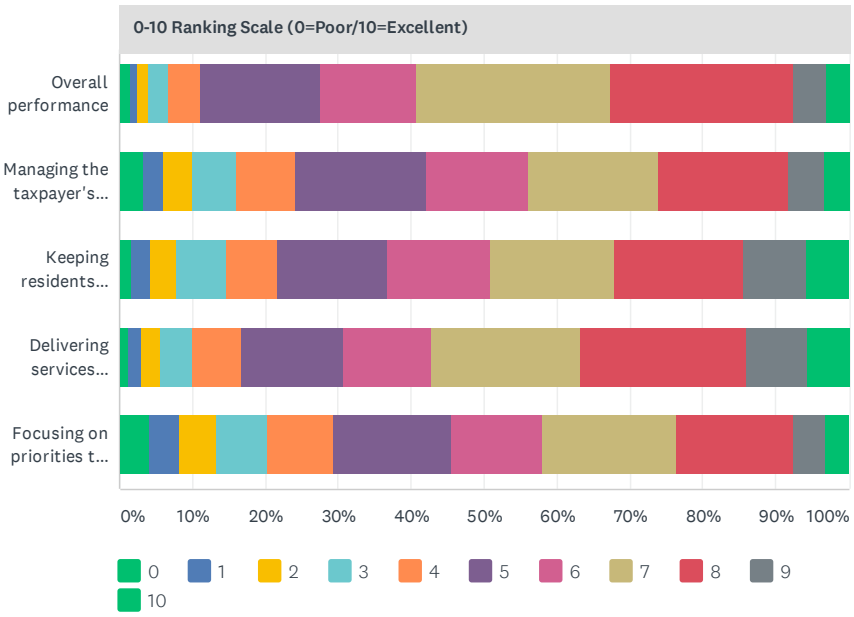
Answered: 1,446 Skipped: 9



ANSWER CHOICES	RESPONSES	
Improving	41.98%	607
Steady	37.41%	541
Declining	20.61%	298
TOTAL		1,446

Q3 How do you think the City of Sheboygan is in each of the following areas?

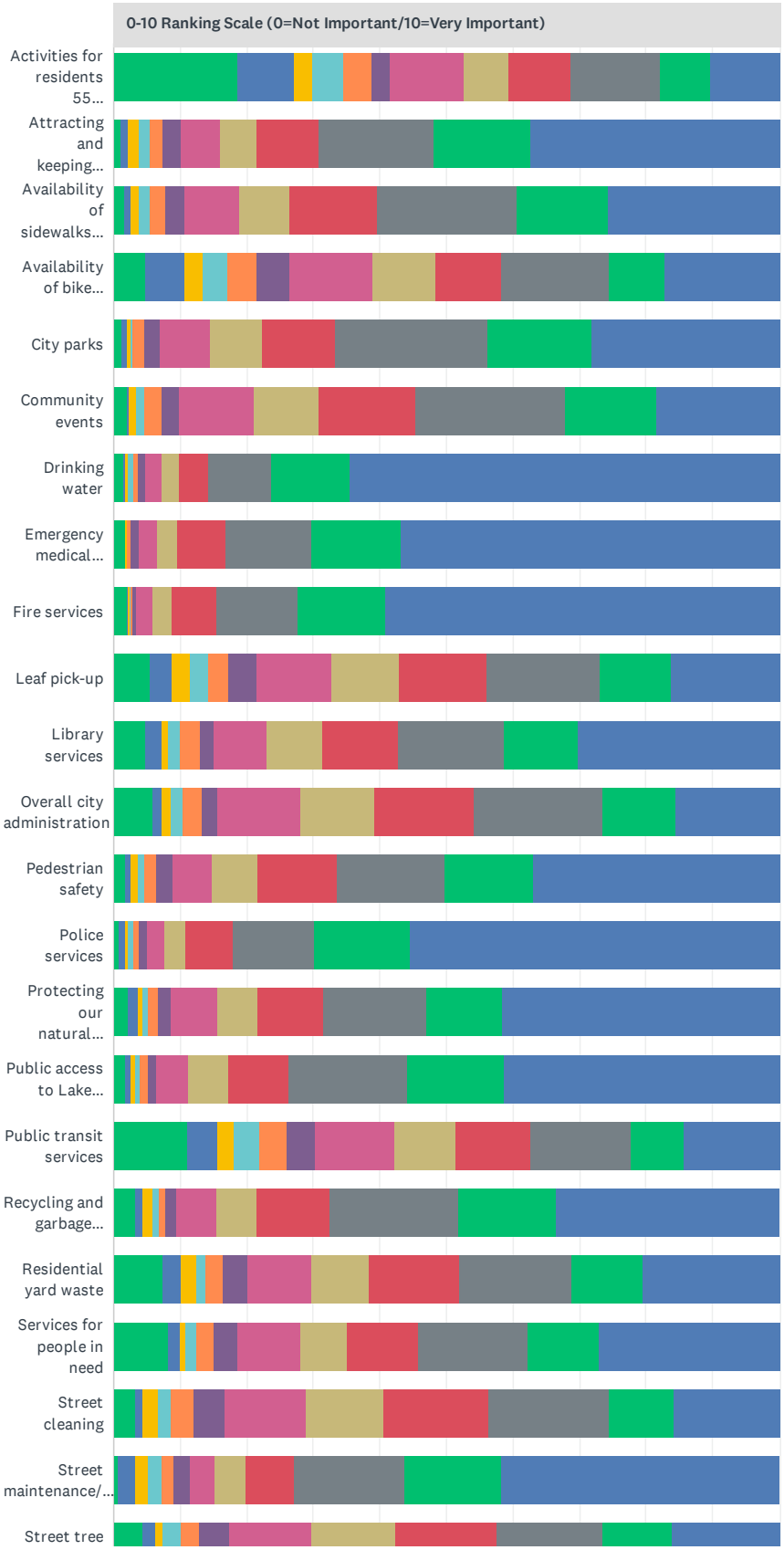
Answered: 1,446 Skipped: 9

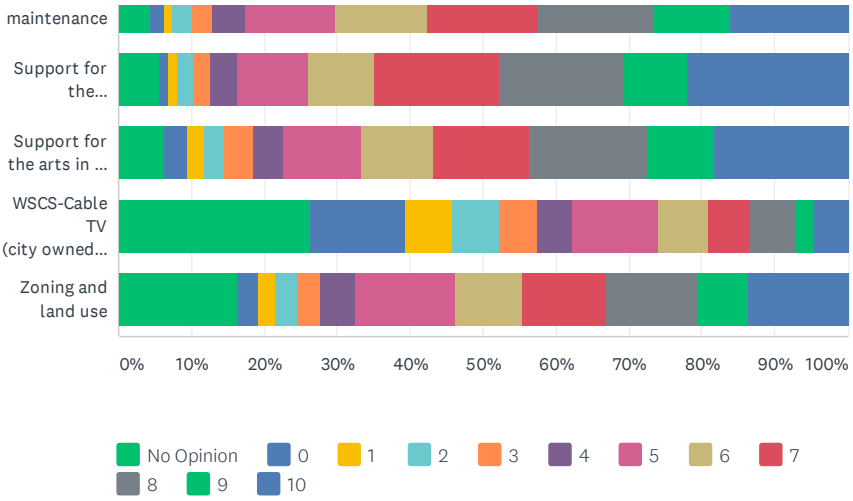


0-10 Ranking Scale (0=Poor/10=Excellent)												
	0	1	2	3	4	5	6	7	8	9	10	TOTAL
Overall performance	1.33% 19	1.12% 16	1.47% 21	2.66% 38	4.41% 63	16.47% 235	13.24% 189	26.49% 378	25.23% 360	4.56% 65	3.01% 43	1,427
Managing the taxpayer's money	3.29% 47	2.80% 40	3.99% 57	5.95% 85	8.12% 116	17.93% 256	13.87% 198	17.86% 255	17.93% 256	4.76% 68	3.50% 50	1,428
Keeping residents informed	1.54% 22	2.74% 39	3.51% 50	6.81% 97	7.09% 101	15.10% 215	14.04% 200	16.99% 242	17.70% 252	8.71% 124	5.76% 82	1,424
Delivering services efficiently	1.12% 16	1.90% 27	2.53% 36	4.50% 64	6.61% 94	13.98% 199	12.23% 174	20.45% 291	22.70% 323	8.29% 118	5.69% 81	1,423
Focusing on priorities the matter the most to residents	4.00% 57	4.21% 60	4.98% 71	7.09% 101	9.05% 129	16.28% 232	12.49% 178	18.18% 259	16.00% 228	4.49% 64	3.23% 46	1,425

Q4 Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household:

Answered: 1,450 Skipped: 5

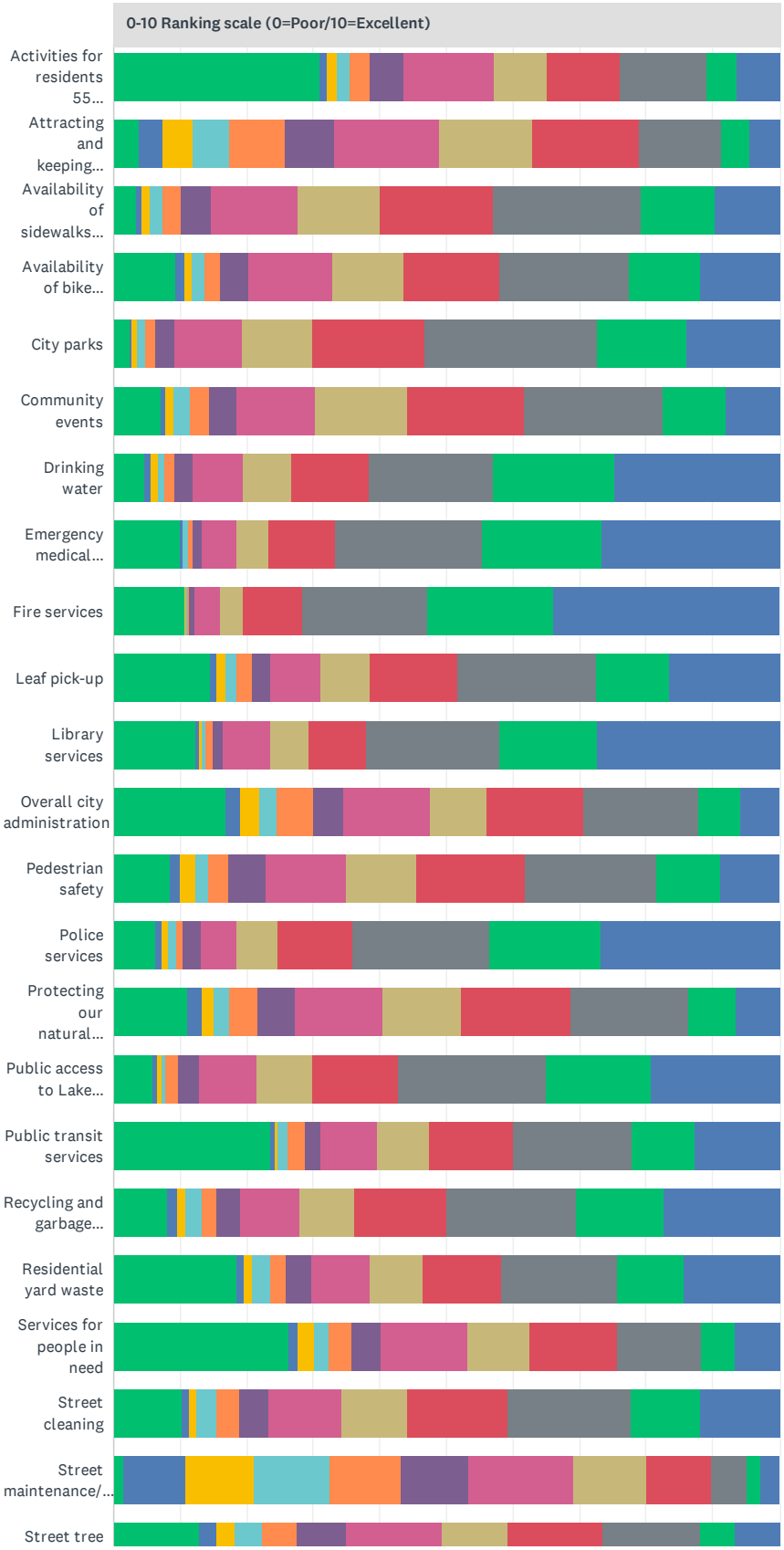


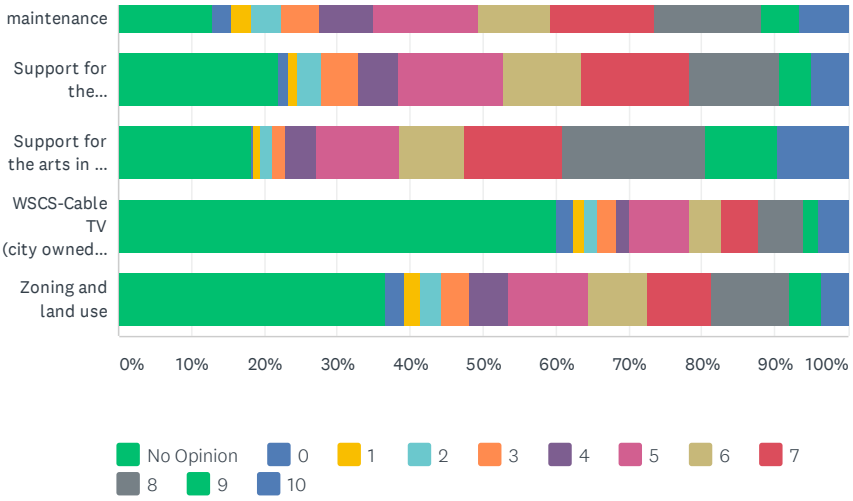

maintenance
Support for the...
Support for the arts in ...
WSCS-Cable TV (city owned...
Zoning and land use
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
No Opinion
0
1
2
3
4
5
6
7
8
9
10

0-10 Ranking Scale (0=Not Important/10=Very Important)												
	NO OPINION	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Activities for residents 55 years of age and older	18.77% 271	8.38% 121	2.70% 39	4.64% 67	4.36% 63	2.77% 40	11.08% 160	6.65% 96	9.42% 136	13.30% 192	7.76% 112	10.18% 147
Attracting and keeping businesses in Sheboygan	1.04% 15	1.18% 17	1.66% 24	1.59% 23	1.94% 28	2.56% 37	6.09% 88	5.47% 79	9.48% 137	17.16% 248	14.53% 210	37.30% 539
Availability of sidewalks and walking paths	1.59% 23	0.97% 14	1.32% 19	1.59% 23	2.35% 34	2.91% 42	8.17% 118	7.62% 110	13.02% 188	21.05% 304	13.78% 199	25.62% 370
Availability of bike lanes/paths	4.87% 70	5.71% 82	2.85% 41	3.62% 52	4.52% 65	4.94% 71	12.39% 178	9.46% 136	9.95% 143	16.21% 233	8.14% 117	17.33% 249
City parks	1.25% 18	0.69% 10	0.63% 9	0.28% 4	1.81% 26	2.36% 34	7.37% 106	7.85% 113	11.12% 160	22.86% 329	15.71% 226	28.08% 404
Community events	1.94% 28	0.56% 8	0.97% 14	1.18% 17	2.50% 36	2.78% 40	11.18% 161	9.86% 142	14.37% 207	22.57% 325	13.68% 197	18.40% 265
Drinking water	1.46% 21	0.42% 6	0.42% 6	0.76% 11	0.49% 7	1.32% 19	2.36% 34	2.71% 39	4.38% 63	9.38% 135	11.81% 170	64.49% 928
Emergency medical services	1.73% 25	0.00% 0	0.21% 3	0.14% 2	0.62% 9	1.18% 17	2.77% 40	3.05% 44	7.14% 103	12.89% 186	13.37% 193	56.90% 821
Fire services	2.08% 30	0.07% 1	0.21% 3	0.21% 3	0.28% 4	0.62% 9	2.43% 35	2.91% 42	6.73% 97	12.14% 175	13.11% 189	59.22% 854
Leaf pick-up	5.35% 77	3.54% 51	2.50% 36	2.85% 41	3.13% 45	4.17% 60	11.18% 161	10.21% 147	13.13% 189	17.01% 245	10.69% 154	16.25% 234
Library services	4.81% 69	2.44% 35	0.91% 13	1.81% 26	3.14% 45	2.02% 29	7.88% 113	8.37% 120	11.44% 164	15.76% 226	11.37% 163	30.06% 431
Overall city administration	5.76% 83	1.46% 21	1.32% 19	1.87% 27	2.85% 41	2.43% 35	12.42% 179	11.03% 159	15.13% 218	19.22% 277	11.03% 159	15.48% 223
Pedestrian safety	1.73% 25	0.90% 13	0.90% 13	1.11% 16	1.87% 27	2.29% 33	6.11% 88	6.73% 97	11.80% 170	16.45% 237	13.25% 191	36.85% 531
Police services	0.77% 11	1.05% 15	0.49% 7	0.77% 11	0.77% 11	1.26% 18	2.45% 35	3.21% 46	7.06% 101	12.30% 176	14.47% 207	55.42% 793
Protecting our natural environment	2.29% 33	1.25% 18	0.97% 14	0.69% 10	1.46% 21	2.08% 30	6.93% 100	5.96% 86	9.98% 144	15.45% 223	11.30% 163	41.65% 601
Public access to Lake Michigan	1.74% 25	0.83% 12	0.70% 10	0.70% 10	1.18% 17	1.32% 19	4.80% 69	5.91% 85	9.04% 130	17.94% 258	14.46% 208	41.38% 595
Public transit services	11.01% 158	4.67% 67	2.44% 35	3.83% 55	4.11% 59	4.25% 61	11.85% 170	9.27% 133	11.29% 162	14.98% 215	8.01% 115	14.29% 205
Recycling and garbage collection	3.26% 47	1.25% 18	1.25% 18	1.11% 16	0.97% 14	1.59% 23	6.03% 87	5.96% 86	11.16% 161	19.20% 277	14.69% 212	33.54% 484
Residential yard waste	7.46% 107	2.51% 36	2.44% 35	1.53% 22	2.51% 36	3.62% 52	9.62% 138	8.64% 124	13.73% 197	16.79% 241	10.59% 152	20.56% 295
Services for people in need	8.21% 118	1.81% 26	0.90% 13	1.46% 21	2.64% 38	3.69% 53	9.39% 135	6.95% 100	10.71% 154	16.41% 236	10.71% 154	27.12% 390
Street cleaning	3.21% 46	1.25% 18	2.09% 30	2.16% 31	3.41% 49	4.60% 66	12.26% 176	11.57% 166	15.82% 227	18.05% 259	9.62% 138	15.96% 229
Street maintenance/pavement	0.56% 8	2.58% 37	2.09% 30	2.02% 29	1.74% 25	2.37% 34	3.97% 57	4.60% 66	7.10% 102	16.71% 240	14.48% 208	41.78% 600
Street tree maintenance	4.32% 62	1.81% 26	1.32% 19	2.65% 38	2.72% 39	4.60% 66	12.33% 177	12.53% 180	15.39% 221	15.81% 227	10.52% 151	16.02% 230
Support for the neighborhoods	5.71% 82	1.18% 17	1.04% 15	2.23% 32	2.51% 36	3.55% 51	9.82% 141	9.12% 131	17.13% 246	17.27% 248	8.57% 123	21.87% 314
Support for the arts in the community	6.23% 89	3.15% 45	2.52% 36	2.52% 36	3.99% 57	4.20% 60	10.64% 152	9.94% 142	13.24% 189	16.25% 232	8.96% 128	18.35% 262
WSCS-Cable TV (city owned station)	26.39% 380	12.99% 187	6.46% 93	6.32% 91	5.35% 77	4.72% 68	11.94% 172	6.81% 98	5.63% 81	6.25% 90	2.50% 36	4.65% 67
Zoning and land use	16.33% 234	3.00% 43	2.09% 30	3.07% 44	3.21% 46	4.88% 70	13.68% 196	9.21% 132	11.37% 163	12.70% 182	6.77% 97	13.68% 196

Q5 Using the same list, please indicate how well you think the city is doing in each area.

Answered: 1,379 Skipped: 76

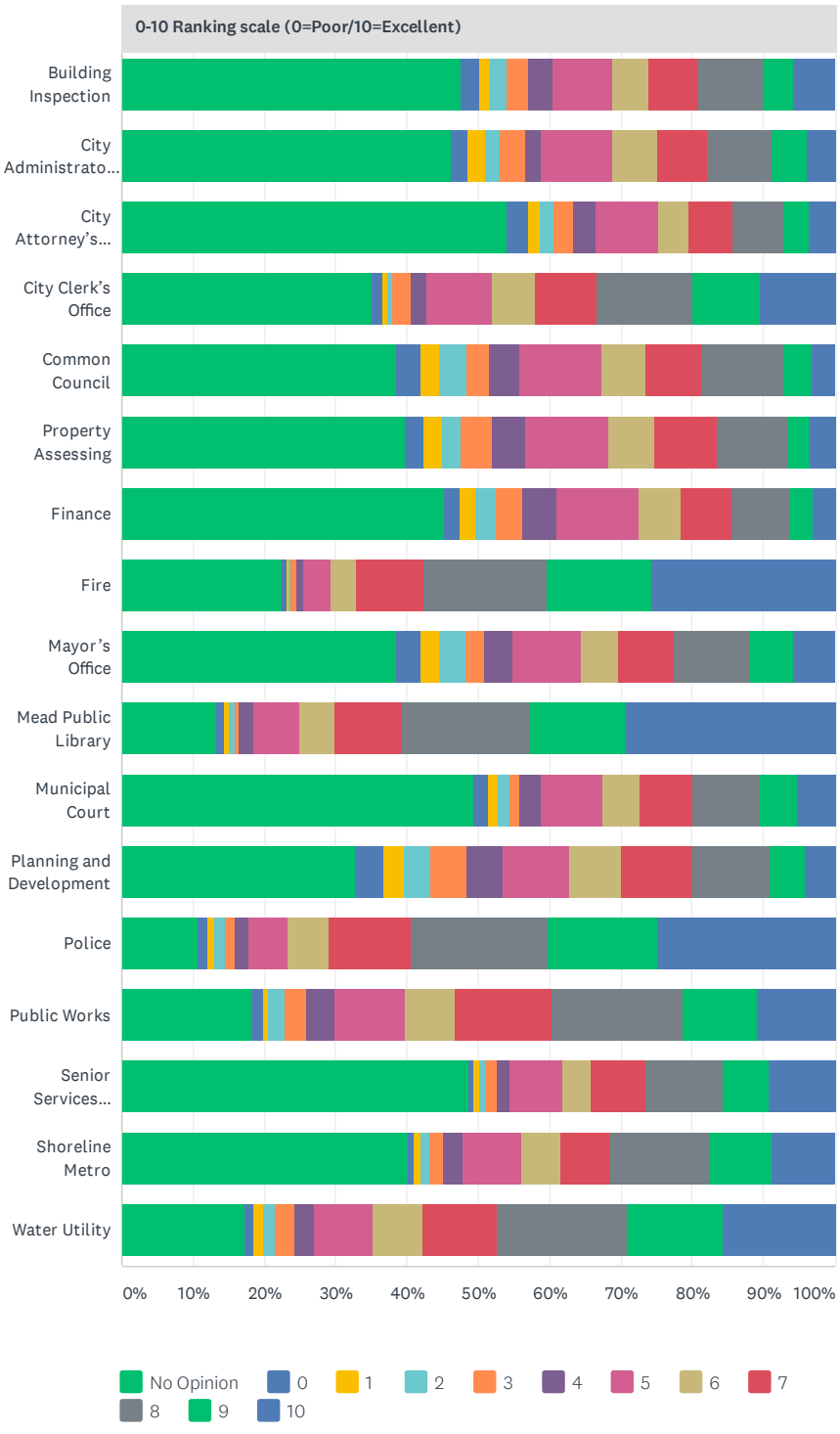



maintenance
Support for the...
Support for the arts in ...
WSCS-Cable TV (city owned...
Zoning and land use
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
No Opinion
0
1
2
3
4
5
6
7
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9
10

0-10 Ranking scale (0=Poor/10=Excellent)												
	NO OPINION	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Activities for residents 55 years of age and older	30.99% 424	1.10% 15	1.39% 19	2.12% 29	2.92% 40	4.97% 68	13.67% 187	7.82% 107	11.18% 153	12.94% 177	4.46% 61	6.
Attracting and keeping businesses in Sheboygan	3.89% 53	3.59% 49	4.40% 60	5.57% 76	8.28% 113	7.33% 100	15.84% 216	14.00% 191	15.98% 218	12.54% 171	4.25% 58	4.
Availability of sidewalks and walking paths	3.45% 47	0.73% 10	1.25% 17	2.06% 28	2.64% 36	4.48% 61	13.07% 178	12.19% 166	17.18% 234	22.32% 304	10.94% 149	9.
Availability of bike lanes/paths	9.32% 127	1.32% 18	1.17% 16	1.91% 26	2.27% 31	4.26% 58	12.77% 174	10.56% 144	14.53% 198	19.37% 264	10.64% 145	11.
City parks	2.42% 33	0.44% 6	0.66% 9	1.25% 17	1.47% 20	3.08% 42	9.90% 135	10.79% 147	16.73% 228	25.90% 353	13.43% 183	13.
Community events	7.00% 95	0.88% 12	1.10% 15	2.43% 33	2.95% 40	4.05% 55	11.93% 162	13.77% 187	17.45% 237	20.99% 285	9.50% 129	7.
Drinking water	4.63% 63	1.03% 14	0.88% 12	1.10% 15	1.69% 23	2.42% 33	7.64% 104	7.27% 99	11.61% 158	18.81% 256	18.15% 247	24.
Emergency medical services	10.08% 137	0.44% 6	0.00% 0	0.66% 9	0.66% 9	1.32% 18	5.30% 72	4.86% 66	10.08% 137	21.93% 298	18.03% 245	26.
Fire services	10.62% 144	0.07% 1	0.07% 1	0.22% 3	0.52% 7	0.74% 10	3.83% 52	3.39% 46	8.85% 120	18.95% 257	18.81% 255	33.
Leaf pick-up	14.45% 196	0.96% 13	1.40% 19	1.70% 23	2.29% 31	2.65% 36	7.60% 103	7.60% 103	12.91% 175	20.87% 283	11.14% 151	16.
Library services	12.25% 165	0.52% 7	0.45% 6	0.67% 9	1.04% 14	1.63% 22	6.98% 94	5.72% 77	8.61% 116	20.12% 271	14.63% 197	27.
Overall city administration	16.90% 229	2.14% 29	2.80% 38	2.73% 37	5.61% 76	4.28% 58	13.14% 178	8.34% 113	14.69% 199	17.27% 234	6.20% 84	5.
Pedestrian safety	8.52% 115	1.56% 21	2.08% 28	2.08% 28	3.11% 42	5.56% 75	12.01% 162	10.67% 144	16.31% 220	19.72% 266	9.49% 128	8.
Police services	6.18% 83	1.04% 14	1.04% 14	1.19% 16	1.04% 14	2.60% 35	5.28% 71	6.40% 86	11.24% 151	20.46% 275	16.74% 225	26.
Protecting our natural environment	11.00% 149	2.29% 31	1.77% 24	2.51% 34	4.21% 57	5.61% 76	12.92% 175	11.88% 161	16.46% 223	17.79% 241	7.08% 96	6.
Public access to Lake Michigan	5.76% 78	0.81% 11	0.74% 10	0.52% 7	1.85% 25	3.10% 42	8.63% 117	8.49% 115	12.92% 175	22.29% 302	15.65% 212	19.
Public transit services	23.40% 315	0.82% 11	0.45% 6	1.41% 19	2.60% 35	2.38% 32	8.47% 114	7.95% 107	12.56% 169	17.90% 241	9.51% 128	12.
Recycling and garbage collection	8.08% 109	1.48% 20	1.33% 18	2.37% 32	2.22% 30	3.63% 49	8.82% 119	8.15% 110	13.94% 188	19.42% 262	13.27% 179	17.
Residential yard waste	18.50% 249	1.11% 15	1.34% 18	2.53% 34	2.53% 34	3.79% 51	8.84% 119	7.80% 105	11.74% 158	17.61% 237	9.96% 134	14.
Services for people in need	26.28% 355	1.48% 20	2.29% 31	2.37% 32	3.40% 46	4.37% 59	13.10% 177	9.25% 125	13.18% 178	12.58% 170	5.03% 68	6.
Street cleaning	10.17% 137	1.26% 17	0.97% 13	2.97% 40	3.56% 48	4.45% 60	10.99% 148	9.80% 132	15.00% 202	18.56% 250	10.39% 140	11.
Street maintenance/pavement	1.33% 18	9.56% 129	10.23% 138	11.34% 153	10.75% 145	10.16% 137	15.64% 211	11.19% 151	9.49% 128	5.49% 74	1.93% 26	2.
Street tree maintenance	12.87% 173	2.53% 34	2.90% 39	3.94% 53	5.28% 71	7.44% 100	14.43% 194	9.82% 132	14.29% 192	14.66% 197	5.21% 70	6.
Support for the neighborhoods	21.94% 296	1.33% 18	1.26% 17	3.41% 46	4.89% 66	5.49% 74	14.46% 195	10.75% 145	14.75% 199	12.23% 165	4.45% 60	5.
Support for the arts in the community	18.24% 245	0.30% 4	0.97% 13	1.56% 21	1.86% 25	4.17% 56	11.54% 155	8.71% 117	13.40% 180	19.81% 266	9.75% 131	9.
WSCS-Cable TV (city owned station)	60.00% 807	2.53% 34	1.26% 17	1.86% 25	2.53% 34	1.93% 26	8.25% 111	4.39% 59	5.06% 68	6.10% 82	2.08% 28	4.
Zoning and land use	36.46% 490	2.75% 37	2.16% 29	3.05% 41	3.87% 52	5.21% 70	11.01% 148	8.04% 108	8.71% 117	10.64% 143	4.46% 60	3.

Q6 How would you rate the overall services received from the following departments?

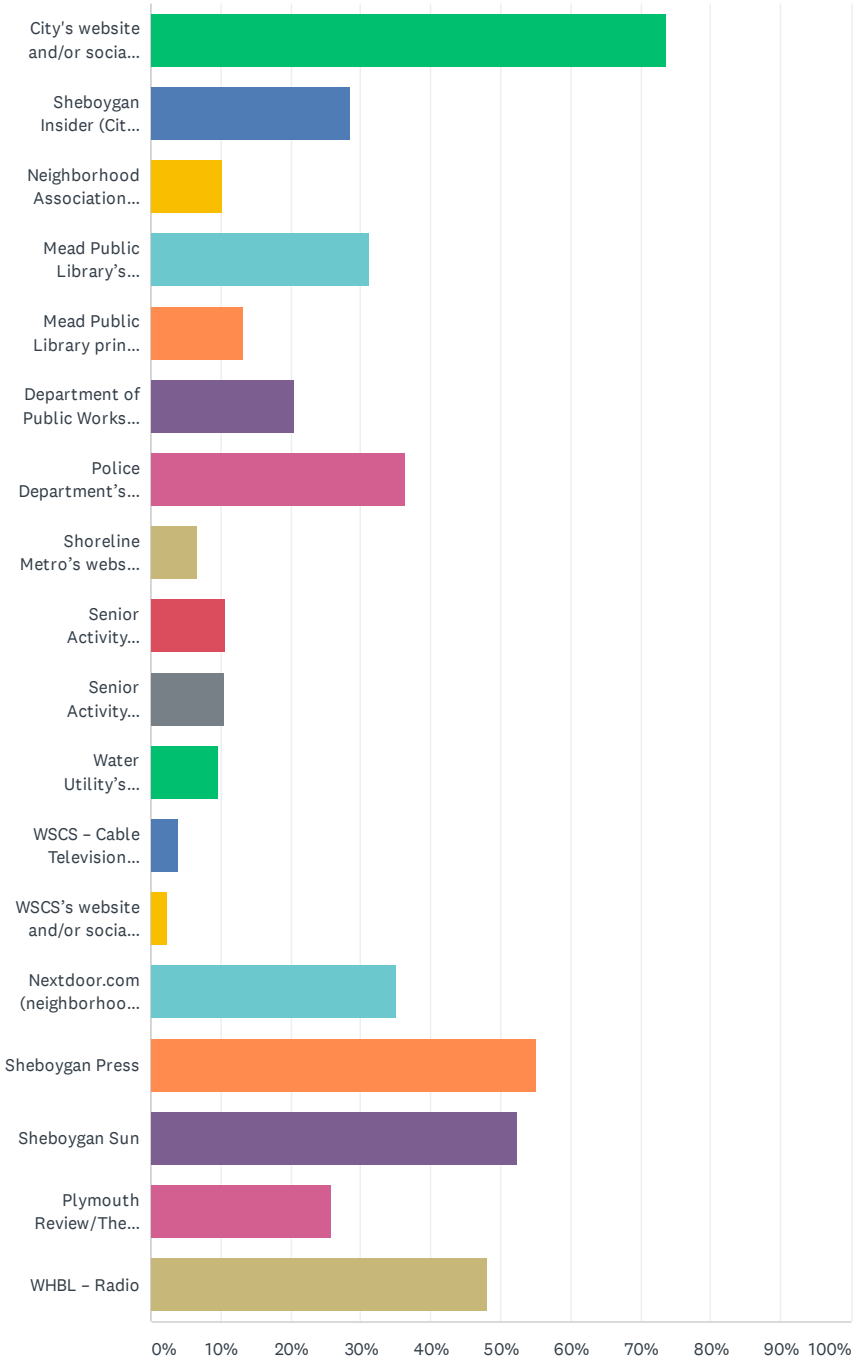
Answered: 1,396 Skipped: 59



0-10 Ranking scale (0=Poor/10=Excellent)													
	NO OPINION	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**TOTAL**
Building Inspection	47.65% 658	2.61% 36	1.30% 18	2.39% 33	3.04% 42	3.48% 48	8.40% 116	5.00% 69	7.10% 98	8.91% 123	4.34% 60	5.79% 80	1,381
City Administrator's Office	46.11% 634	2.40% 33	2.47% 34	2.11% 29	3.56% 49	2.25% 31	10.04% 138	6.11% 84	7.13% 98	9.02% 124	4.95% 68	3.85% 53	1,375
City Attorney's Office	53.94% 740	3.06% 42	1.68% 23	1.90% 26	2.70% 37	3.13% 43	8.89% 122	4.23% 58	6.27% 86	6.92% 95	3.64% 50	3.64% 50	1,372
City Clerk's Office	35.13% 482	1.38% 19	0.80% 11	0.73% 10	2.55% 35	2.26% 31	9.11% 125	5.98% 82	8.75% 120	13.34% 183	9.48% 130	10.50% 144	1,372
Common Council	38.56% 529	3.50% 48	2.55% 35	3.86% 53	3.21% 44	4.08% 56	11.52% 158	6.27% 86	7.87% 108	11.30% 155	4.08% 56	3.21% 44	1,372
Property Assessing	39.80% 546	2.62% 36	2.48% 34	2.62% 36	4.45% 61	4.59% 63	11.66% 160	6.49% 89	8.75% 120	9.84% 135	3.35% 46	3.35% 46	1,372
Finance	45.14% 618	2.19% 30	2.34% 32	2.99% 41	3.58% 49	4.89% 67	11.32% 155	6.06% 83	6.94% 95	8.40% 115	3.14% 43	2.99% 41	1,369
Fire	22.57% 309	0.51% 7	0.37% 5	0.29% 4	0.80% 11	1.02% 14	3.65% 50	3.80% 52	9.28% 127	17.31% 237	14.61% 200	25.79% 353	1,369
Mayor's Office	38.58% 527	3.29% 45	2.71% 37	3.66% 50	2.64% 36	3.95% 54	9.59% 131	5.34% 73	7.69% 105	10.61% 145	6.15% 84	5.78% 79	1,366
Mead Public Library	13.27% 183	1.16% 16	0.73% 10	0.65% 9	0.73% 10	1.96% 27	6.31% 87	5.08% 70	9.57% 132	17.77% 245	13.56% 187	29.22% 403	1,379
Municipal Court	49.49% 674	1.84% 25	1.40% 19	1.62% 22	1.47% 20	3.01% 41	8.59% 117	5.36% 73	7.34% 100	9.54% 130	5.21% 71	5.14% 70	1,362
Planning and Development	32.82% 448	3.88% 53	2.93% 40	3.74% 51	4.98% 68	4.98% 68	9.52% 130	7.18% 98	9.96% 136	10.92% 149	4.84% 66	4.25% 58	1,365
Police	10.58% 145	1.46% 20	1.09% 15	1.39% 19	1.24% 17	2.19% 30	5.33% 73	5.84% 80	11.39% 156	19.34% 265	15.26% 209	24.89% 341	1,370
Public Works	18.19% 247	1.62% 22	0.66% 9	2.50% 34	2.87% 39	4.05% 55	9.94% 135	7.00% 95	13.48% 183	18.41% 250	10.53% 143	10.75% 146	1,358
Senior Services (Senior Activity Center)	48.54% 664	0.80% 11	0.95% 13	0.73% 10	1.61% 22	1.83% 25	7.31% 100	4.02% 55	7.68% 105	10.82% 148	6.58% 90	9.14% 125	1,368
Shoreline Metro	40.16% 549	0.73% 10	1.02% 14	1.24% 17	1.98% 27	2.56% 35	8.41% 115	5.56% 76	6.73% 92	13.97% 191	8.71% 119	8.92% 122	1,367
Water Utility	17.26% 236	1.24% 17	1.46% 20	1.46% 20	2.93% 40	2.63% 36	8.05% 110	7.17% 98	10.39% 142	18.29% 250	13.46% 184	15.65% 214	1,367

Q7 Which of the following, if any, do you use for information about the City of Sheboygan? Check all that apply.

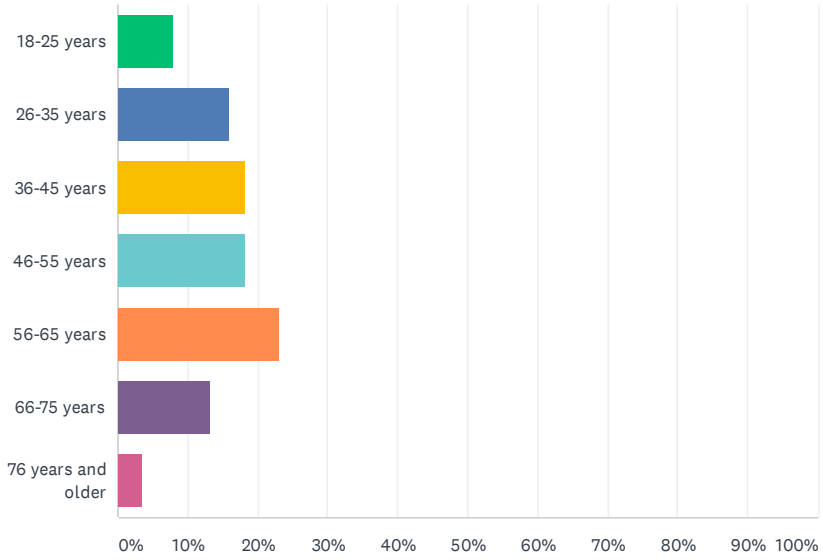
Answered: 1,410 Skipped: 45



ANSWER CHOICES	RESPONSES	
City's website and/or social media	73.55%	1,037
Sheboygan Insider (City's monthly e-newsletter)	28.37%	400
Neighborhood Association meetings	10.28%	145
Mead Public Library's website and/or social media	31.13%	439
Mead Public Library printed newsletter, printed flyers, etc.	13.19%	186
Department of Public Works' website and/or social media	20.43%	288
Police Department's website and/or social media	36.45%	514
Shoreline Metro's website and/or social media	6.74%	95
Senior Activity Center's website and/or social media	10.57%	149
Senior Activity Center's printed newsletter, printed flyers, etc.	10.50%	148
Water Utility's website and/or social media	9.65%	136
WSCS – Cable Television Channel (city owned station)	4.04%	57
WSCS's website and/or social media	2.20%	31
Nextdoor.com (neighborhood social networking website)	35.11%	495
Sheboygan Press	55.04%	776
Sheboygan Sun	52.34%	738
Plymouth Review/The Beacon	25.67%	362
WHBL – Radio	48.09%	678
Total Respondents: 1,410		

Q8 What is your age?

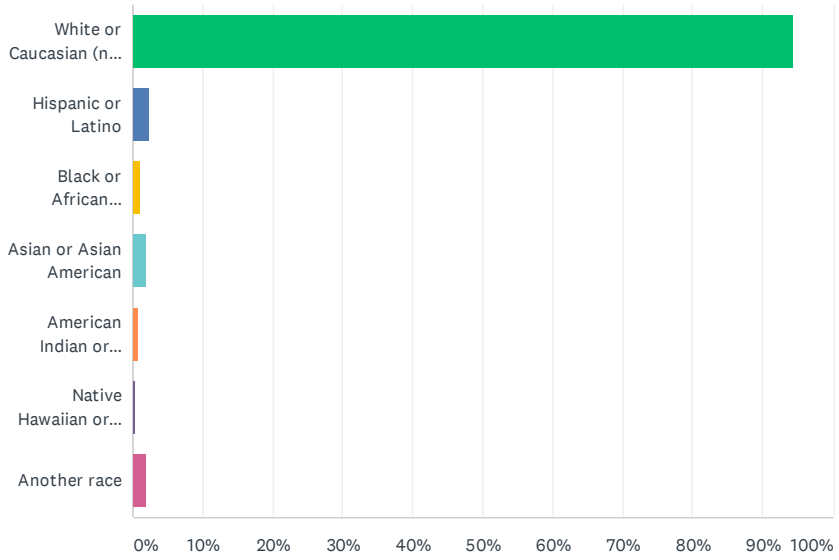
Answered: 1,436 Skipped: 19



ANSWER CHOICES	RESPONSES	
18-25 years	7.94%	114
26-35 years	15.95%	229
36-45 years	18.11%	260
46-55 years	18.25%	262
56-65 years	22.98%	330
66-75 years	13.16%	189
76 years and older	3.62%	52
TOTAL		1,436

Q9 What is your race and/or ethnicity? (CHECK ALL THAT APPLY)

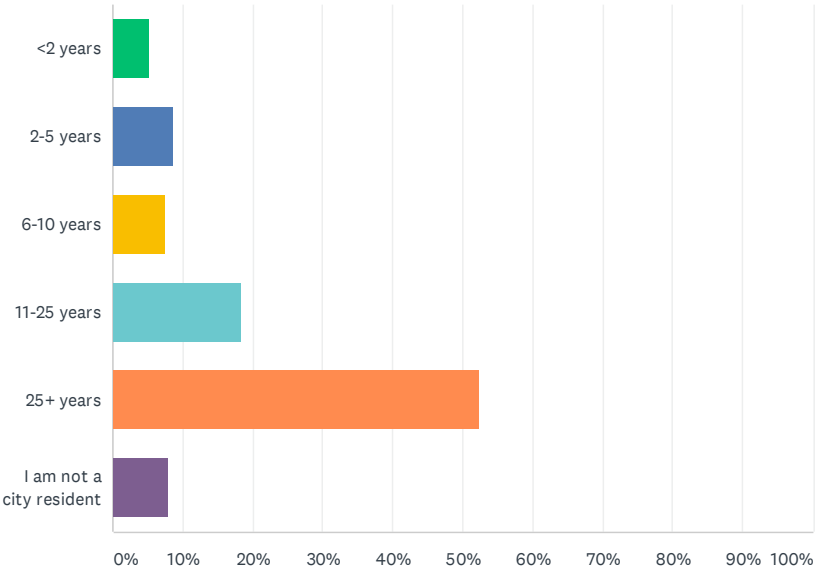
Answered: 1,430 Skipped: 25



ANSWER CHOICES	RESPONSES	
White or Caucasian (not Hispanic or Latino)	94.34%	1,349
Hispanic or Latino	2.31%	33
Black or African American	0.98%	14
Asian or Asian American	1.89%	27
American Indian or Alaska Native	0.91%	13
Native Hawaiian or other Pacific Islander	0.42%	6
Another race	1.89%	27
Total Respondents: 1,430		

Q10 How long have you lived in Sheboygan?

Answered: 1,437 Skipped: 18



ANSWER CHOICES	RESPONSES	
<2 years	5.29%	76
2-5 years	8.49%	122
6-10 years	7.59%	109
11-25 years	18.37%	264
25+ years	52.33%	752
I am not a city resident	7.93%	114
TOTAL		1,437

Q11 The city is reviewing its list of critical projects and potential new initiatives for implementation in 2021 and 2022. Please share with us any projects or initiatives that you would like the city to pursue in 2021 or 2022.



Q12 Please share with us any other comments about city government and related services/projects you wish to make.



CITY OF SHEBOYGAN
2020 COMMUNITY SURVEY
EXECUTIVE SUMMARY

Consistent with the city's Strategic Plan and its goal to improve communication, an annual community survey was conducted to gain an understanding of the views and preferences of the residents of Sheboygan. The 2020 survey questions were developed with the assistance of the city's newly formed Communication Team.

The survey accepted responses beginning January 20, 2020 through February 23, 2020. The survey was marketed through the following channels: city website, including all departmental websites, the city's electronic message board signs, City Hall main entrance display, Cable Channel WSCS, multiple social media outlets including Nextdoor, departmental Facebook pages, Twitter, Instagram and Nixle, Shoreline Metro buses, local newspaper and radio, along with a variety of partnering community organizations and businesses. The promotional flyer contained Spanish and Hmong translations. Designated computer and paper collection locations were established at the Mead Public Library, Senior Activity Center and the City Clerk's Office.

Of the 39,256 City of Sheboygan residents who are 18 years of age or older, the survey participation rate was 1,455 or three percent. Assuming randomness of the responses, the results are projected to be 95 percent certain with +/-3% margin of error. Since its inception in 2016, the survey response rate continues to increase annually. The number of 2020 total responses gained 14 percent from the previous year, and increased 203 percent since its inception in 2016.

The following information contains the results of the survey. The 2016 through 2020 responses were reviewed for trend analysis, with main focus on the five-year gains. New to 2020, several responses were changed to a **"0 to 10"** numeric rating format. Prior surveys contained the four response categories of **"Excellent, Good, Fair, Poor"**. The following correlation was used to link historical data:

- **Excellent** = 7.6 to 10
- **Good** = 7.5 to 5.1
- **Fair** = 5.0 to 2.6
- **Poor** = 2.5 – 0

Please note that responses containing "No Opinion" were removed from 2020 data calculations in order to complete the trend analysis.

QUALITY OF LIFE

(Questions 1 and 2)

- 80 percent of participants indicated the **quality of life** was **"Excellent**" **and** "**Good".** This is an overall increase of 18 percent since 2016.

- 79 percent of participants indicated that the city's **general direction** was **"Improving" and "Steady"**, indicating an gain of 36 percent since the initial 2016 survey.

CITY PERFORMANCE

(Question 3)

- Survey participants identified the city's **overall performance** as **"Excellent**" **and "Good"** at 81 percent. This confirms a 19 percent increase since 2016.
- Ratings for **"Keeping residents informed"** with **"Excellent" and "Good"** responses totaled 71 percent. This reflects a 23 percent gain since the initial 2016 survey.
- The largest upturn experienced since the inaugural 2016 survey references **"delivering services efficiently"**. Results indicate 63 percent of respondents ranked this category as **"Excellent" and "Good",** a 32 percent leap within the five-year period.

(Question 4)

The top five rated city **services and functions** which residents indicated are **"Very Important" and "Important"** were as follows:

- Fire services; 90%
- Drinking water; 89%
- Emergency medical services; 88%
- Police services; 86%
- Public access to Lake Michigan; 80%

(Question 5)

Survey participants indicated numerous positive gains related to **how well the city is doing in each area.** Rankings of **"Excellent" and "Good"** indicating sizeable increases since the initial 2016 survey are listed below. Change in satisfaction levels was highest in the following categories:

- **Zoning and land use**; 59 percent, a 37 percent improvement.
- **Support for neighborhoods**; 64 percent, a gain of 37 percent.
- **Street tree maintenance**; 58 percent, a 36 percent rise.
- **Public Transit Services**; 68 percent, a 23 percent increase.
- **Overall City Administration**; 64 percent, a 22 percent expansion.
- **Support for the arts in the community**; 70 percent, an increase of 18 percent.
- **Community Events**; 74 percent, a 17 percent rise.
- **Street maintenance and pavement**; 36 percent, a 10 percent gain from 2019, and a 27 percent increase from the initial 2016 survey.
- **Recycling and garbage collection**; 64 percent, a 7 percent rise.
- **Attracting and keeping businesses in Sheboygan**; 44 percent, a 7 percent gain.

The top six rated city **departments** with a rating of **"Excellent" and "Good"** (Question 6) based upon services provided were as follows:

1. **Fire Department** – 97 percent
2. **Mead Public Library** – 94 percent
3. **Police Department** – 91 percent
4. **City Clerk's Office** – 88 percent (tie)
5. **Senior Activity Center** – 88 percent (tie)

Over the past 5 years, all departments received rating increases in the categories of **"Excellent" and "Good". Those departments achieving** a substantial increase (eight percent or higher) in ratings of **"Excellent" and "Good"** during this period are listed below. Please note both the City Administrator's Office and Water Utility were not included in the Community Survey until 2018.

- **City Administrator's Office*** - 35 percent
- **Common Council** – 31 percent
- **Finance Department** – 23 percent
- **Shoreline Metro** – 20 percent
- **Mayor's Office** – 18 percent
- **Municipal Court** – 18 percent
- **Planning and Development** – 16 percent
- **Property Assessing** – 14 percent
- **City Attorney's Office** – 11 percent
- **Building Inspection** – 8 percent

COMMUNICATION

The top five sources (Question 7) used by survey participants to **obtain information** about the City of Sheboygan are:

1. City website – 74 percent (8 percent gain from 2016)
2. Sheboygan Press – 58 percent (21 percent decrease from 2016)
3. Sheboygan Sun – 52 percent (6 percent increase from 2016)
4. WHBL Radio – 48 percent (6 percent gain from 2016)
5. Nextdoor.com – 35 percent (4 percent increase from 2016)

FOUR MOST FREQUENT CRITICAL PROJECTS AND POTENTIAL NEW INITIATIVES (Question 11)

The most common survey responses referenced the following areas:

- Street repair
- Affordable housing
- Neighborhood revitalization
- Business development

SURVEY RESPONDENTS

The typical survey respondent is listed below.

- 56 - 65 years old, white, resident for 25 or more years.

***Results based on net increase since 2018 Community Survey*