

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer 251-16-17 submitting a Petition, Notice, and List of tax liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012 and 2013, Number Forty-Three.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: March 23, 2017

MEETING DATE: March 27, 2017

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 Sheboygan County Treasurer filed in Circuit Court the attached list of tax liens of Sheboygan County for the taxes of 2010 through 2013, sales of 2011 through 2014. The list of properties has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two or more years and said years being the sales of the years indicated.

STAFF COMMENTS:

The Sheboygan County Board by ordinance has elected to proceed under Wis. Stat. 75.521 for the purpose of enforcing tax liens in Sheboygan County. Sheboygan County holds all of the delinquent taxes in the County. As the County sells the properties, dependent upon the sale price, the City may recover some of the outstanding special assessments, special charges, court fines and development loans.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file R.O. 251-16-17 submitting a petition, notice and list of tax liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012 and 2013, Number Forty-Three.

ATTACHMENTS:

- I. R.O. No. 251-16-17

II

4.4

R. O. No. 251 - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012 and 2013, Number Forty-Three.

Financed

City Clerk

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, AND 2013
NUMBER FORTY-THREE

Case Classification Code: 30405

Case No. 17GF005

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY
BEING FORECLOSED BY PROCEEDING IN REM. 2010, 2011, 2012 AND 2013
NUMBER FORTY-THREE

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 2013, sales of 2011 through 2014, 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 21, 2017, 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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CLERK CIRCUIT COURT
FILED
2017 MAR - 3 P 3: 55
SHEBOYGAN COUNTY
WISCONSIN

PARCEL NO. 59271829689

Owner(s) of Record:

Tammy L. Makowski, by virtue of a Warranty Deed dated September 26, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837531.

Property Address:

1372 Greystone Drive, Plymouth, WI 53073

Legal Description:

Lot 31, Greystone Settlement Addition No. 1, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Tammy L. Makowski a single person, to Iowa Wisconsin Real Estate, LLC (no address provided), dated October 2, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837532, securing the principal sum of \$267,257.00.

Judgments/Liens:

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7277, filed December 12, 2016.

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7278, filed December 12, 2016.

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7279, filed December 12, 2016.

Taxes:

Certificate No.:	687
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,082.83
Date Interest and Penalty Computed:	2/1/2014

Other:

Restrictive Covenants dated February 3, 2006 and recorded February 10, 2006 at 11:16 a.m. as Document Number 1790685.

Six foot storm easement along the South and portion of the North lot line; 12' storm easement along the West lot line; and 25' utility and drainage easement as recorded in Volume 15 of Plats, Page 226.

PARCEL NO. 59281000880

Owner(s) of Record:

Randy R. Stein, by virtue of a Special Warranty Deed dated May 30, 2012 and recorded May 31, 2012 at 9:53 a.m. as Document Number 1945760.

Property Address:

1725 N. 4th Street, Sheboygan, WI 53081

Legal Description:

The South 35 feet 7 inches of the North 75 feet 7 inches of Lot Number 31, Block 1 of Assessment Subdivision Number 4, City of Sheboygan

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Randy Stein in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, Sheboygan County Circuit Court Case Number 14SC2546, entered November 10, 2014 and docketed November 26, 2014 at 11:06 a.m. in the principal sum of \$507.82 (no attorney listed).

Possible Child Support Lien against Randy Stein, Date of Birth April 23, 1975, Docket Number 410057, filed October 7, 2012 in the principal sum of \$4,507.87, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233.

Taxes:

Certificate No.:	693
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$2,021.54
Date Interest and Penalty Computed:	2/1/2014

Other:

None

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. 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

Mortgages:

Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, 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.:	701
Tax Year:	2013
Sale Year:	2014

Principal Sum of Lien: \$2,759.19
Date Interest and Penalty Computed: 2/1/2014

Other:
None

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

Judgments/Liens:

Judgment executed against Charles P. Bruyette in favor of Capital One Bank USA NA, 140 E. Shore Drive, 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 16SC633, entered April 18, 2016 and docketed April 22, 2016 at 2:46 p.m. in the principal sum of \$4,620.52. (Attorney Vincent Bauer).

Taxes:

Certificate No.: 717
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,874.81
Date Interest and Penalty Computed: 2/1/2014

Other:

DILHR Certificate of Compliance dated April 27, 1994 and recorded May 12, 1994 at 10:17 a.m. in Volume 1344 of Records, Pages 455/6 as Document Number 1403994.

PARCEL NO. 59281105930

Owner(s) of Record:

R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants, by virtue of a Warranty Deed dated July 12, 1967 and recorded July 14, 1967 at 2:53 p.m. in Volume 515 of Records, Page 370/1 as Document Number 893021.

Property Address:

508 Niagara Avenue, Sheboygan, WI 53081

Legal Description:

The East One-half (E ½) of Lot Number Eleven (11), Block Number One Hundred Three (103) of the Original Plat of the City of Sheboygan

Mortgages:

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants, to Wells Fargo Bank Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated May 29, 2002 and recorded July 5, 2002 at 2:55 p.m. as Document Number 1641560, securing the principal sum of \$60,120.77.

Judgments/Liens:

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

Taxes:

Certificate No.:	758	759
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$2,140.36	304.14
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:

None

PARCEL NO. 59281109840

Owner(s) of Record:

Winning Investments, LLC, by virtue of a Warranty Deed dated April 9, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763367.

Property Address:

701 S. 8th Street, Sheboygan, WI 53081

Legal Description:

The North 50 feet of Lots 5 and 6, Block 205, Original Plat, City of Sheboygan, Wisconsin, excepting and reserving therefrom the East 12 feet of said Lot 5 for purposes of a driveway to be used in common with the owners of Lot 4 and their heirs and assigns, and owners of real estate lying South of the property conveyed herein, as their interest in such driveway does appear of record. Further except and reserve therefrom the right of the owners of said Lot 4, to-wit: The West Bay Trading Company of Sheboygan, to locate mechanical equipment such as heating and air conditioning equipment on the 12 foot easement on the East line of said Lot 5.

Mortgages:

Mortgage executed by Winning Investments, LLC to St Francis Bank, a division of MidAmerica Bank, fsb, 13400 Bishops Lane, Suite 190, Brookfield, WI 53005, dated April 12, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763366, securing the principal sum of \$131,000.00.

Lis Pendens as it relates to the Mortgage in Document Number 1763366, executed by PNC Bank, N.A. (as successor in interest by merger to St. Francis Bank), "Plaintiff, -vs- Winning Investments, LLC, etal, "Defendants", Sheboygan County Circuit Court Case Number 12CV580, dated July 3, 2012 and recorded July 5, 2012 at 4:18 p.m. as Document Number 1947913. (Attorney Robert G. Pyzyk, P.O. Box 444, Menomonee Falls, WI 53052-0444).

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	772	773
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$3,690.57	338.41
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:

Ordinance granting encroachment dated February 8, 1989 and recorded February 21, 1989 at 10:51 a.m. in Volume 1104 of Records, Page 459/60 as Document Number 1181979.

Ordinance granting encroachment dated January 5, 1995 and recorded January 10, 1995 at 2:05 p.m. in Volume 1376 of Records, Page 371/2 as Document Number 1419511.

PARCEL NO. 59281202720

Owner(s) of Record:

R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, Page 850 as Document Number 1174394; and by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, Page 851 as Document Number 1174395.

Property Address:

1219 N. 16th Street, Sheboygan, WI 53081

Legal Description:

The South Seventy-Five (75) feet of Lot Six (6), Block Fifty-Six (56) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank Wisconsin, National Association, 2800 Calumet Drive, Sheboygan, WI 53083, dated April 2, 2003 and recorded April 28, 2003 at 12:04 p.m. as Document Number 1682944, securing the principal sum of \$69,000.00.

Judgments/Liens:

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

Taxes:

Certificate No.:	801
Tax Year:	2013

Sale Year: 2014
Principal Sum of Lien: \$1,530.34
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO. 59281203880

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, 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), husband and wife, as survivorship marital property 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, in the principal sum of \$49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property 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.

Lis Pendens as it relates to the Mortgage in Document Number 1875258, executed by Johnson Bank, "Plaintiff, -vs- Tou Lee and Manasty V. Lee, 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. (Attorney Adam A. Bardosy, 731 N. Jackson Street, Suite 900, Milwaukee, WI 53202).

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 Lee in favor of Wisconsin Public Service Corporation, P.O. Box 19001, 700 N. Adams Street, Green Bay, Wisconsin, 54307-9001, Sheboygan County Circuit Court Case Number 09TJ4, entered July 9, 2008 and docketed January 23, 2009 at 3:36 p.m. in the principal sum of \$8,310.84 (Attorney Ann Louise Patteson).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CT943, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of \$53.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CT274, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of \$110.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CT364, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of \$375.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08CT138, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of \$614.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09CT309, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of \$614.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12FA362, entered September 16, 2016 and docketed September 16, 2016 at 1:40 p.m. in the principal sum of \$1,922.73 (no attorney listed).

Judgment executed against Toua Lee in favor of LVNV Funding LLC, 1515 S. Main Street, Greenville, SC 29601, Sheboygan County Circuit Court Case Number 14SC1152, entered June 9, 2014 and docketed June 30, 2014 at 11:50 a.m. in the principal sum of \$681.04 (Attorney Jeffrey E. Schelble).

Judgment executed against Toua Lee in favor of Central Prairie Financial LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 12SC1673, entered July 9, 2012 and docketed July 19, 2012 at 12:42 p.m. in the principal sum of \$2,072.02 (Attorney Jillian N. Walker).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06TR1591, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of \$160.80 (no attorney listed).

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 Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3280, entered October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of \$160.80 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3279, entered

October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of \$160.80 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3281, entered October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of \$186.00 (no attorney listed).

Taxes:

Certificate No.:	815
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,757.60
Date Interest and Penalty Computed:	2/1/2014

Other:

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 13-34215-gmh, Chapter 13, filed by Tong Seng Lee and Manasky Vang Lee (still in process).

Weatherization Stipulation dated October 30, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Pages 338/9 as Document Number 1614937 (attachment to Warranty Deed).

PARCEL NO: 59281204350

Owner(s) of Record:

Olympic Real Estate, LLC, by virtue of a Warranty Deed dated March 30, 2009 and recorded August 25, 2009 at 11:01 a.m. as Document Number 1885872.

Property Address:

1111 N. 12th Street, Sheboygan, WI 53081

Legal Description:

The North 39 and ¾ feet of the South 110 feet of Lot 7 in block 79 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Adrienne Boutillier (prior owner) in favor of D&M Plumbing & Heating, 1020 Michigan Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC159, entered February 4, 2008 and docketed February 11, 2008 at 12:27 p.m. in the principal sum of \$354.55 (Attorney Daniel John Rostollan). Said Judgment is included in below bankruptcy, but not satisfied.

Taxes:

Certificate No.:	827
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$247.32
Date Interest and Penalty Computed:	2/1/2014

Other:

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 08-20339-mdm, Chapter 13, filed Adrienne Boutillier (prior owner), terminated August 4, 2009.

PARCEL NO. 59281204610

Owner(s) of Record:

Payman Homayouni and Betty Jane Homayouni, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated July 20, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773093.

Property Address:

1212 Erie Avenue, Sheboygan, WI 53081

Legal Description:

The South 1/2 of Lot 11, Block 80, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by Payman Homayouni and Betty Jane Homayouni, husband and wife, to Mortgage Electronic Registration Systems, Inc., as nominee for CSMC, Inc., (no address provided) dated July 21, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773094, securing the principal sum of \$66,950.00.

Mortgage Assignment from Mortgage Electronics Registration Systems, Inc. to Residential Fund 321, LLC, 901 Calle Amanecer, Suite 150, San Clemente, CA 92673, dated September 28, 2011 and recorded December 7, 2011 at 3:42 p.m. as Document Number 1935288.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	1072	968	828	829
Tax Year:	2011	2012	2013	2013
Sale Year:	2012	2013	2014	2014
Principal Sum of Lien:	\$1,466.69	\$1,414.11	\$1,425.07	\$614.49
Date Interest and Penalty Computed:	2/1/2012	2/1/2013	2/1/2014	2/1/2014

Other:

DILHR Certificate of Compliance dated May 10, 1999 and recorded May 14, 1999 at 3:14 p.m. in Volume 1668 of Records, Page 921 as Document Number 1543529.

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 11-33726-svk, Chapter 13, filed by Payman Homayouni and Betty Jane Homayouni, terminated February 2, 2017.

PARCEL NO. 59281205050

Owner(s) of Record:

Stacy Luedke, by virtue of a Special Warranty Deed dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867718.

Property Address:

1529 St. Clair Avenue, Sheboygan, WI 53081

Legal Description:

Lot Five (5), Block Eighty-Three (83) of the Original Plat in the City of Sheboygan, according to the recorded plat thereof

Mortgages:

Mortgage executed by Stacy R. Luedke a/k/a Stacy Luedke, to Community Bank Group, 1040 N. Main Street, P.O. Box 99, Sheboygan Falls, WI 53085, dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867719, securing the principal sum of \$63,000.00; amendment and restatement dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877621; assignment of rents dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877622.

Judgments/Liens:

Judgment executed against Stacy R. Luedke in favor of BMO Harris Bank NA, 770 N. Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 13CV349, dated July 15, 2013 and docketed July 15, 2013 at 4:19 p.m. in the principal sum of \$64,536.77 (Attorney Matthew J. Krawczyk).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ151, dated July 10, 2013 and docketed June 23, 2014 at 9:09 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ153, dated October 23, 2013 and docketed June 23, 2014 at 9:06 a.m. in the principal sum of \$812,360.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ152, dated July 10, 2013 and docketed June 23, 2014 at 9:08 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of Troy Shaw and Jody Decker, 1529 St. Clair Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC683, dated July 8, 2009 and docketed July 14, 2009 at 3:20 p.m. in the principal sum of \$630.00 (Attorney Barry S. Cohen).

Judgment executed against Stacy Luedke in favor of Cavalry SPV I, 9522 E. 47th Place, Suite H, Tulsa, OK, 74145, Sheboygan County Circuit Court Case Number 15SC1628, dated August 24, 2015 and docketed September 24, 2015 at 12:58 p.m. in the principal sum of \$2,679.61 (Attorney Dustin Allen McMahon).

Taxes:

Certificate No.:	833
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,492.05
Date Interest and Penalty Computed:	2/1/2014

Other:

Right-of-Way Grant dated January 29, 1981 and recorded May 8, 1981 at 9:32 a.m. in Volume 899 of Records, Page 673/4 as Document Number 1066468.

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.:	847
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$697.27
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO. 59281208750

Owner(s) of Record:

Devin W. Nowak, by virtue of a Warranty Deed dated December 19, 2003 and recorded on December 26, 2003 at 8:26 a.m. as Document Number 1719338.

Property Address:

618 S. 22nd Street, Sheboygan, WI 53081

Legal Description:

The South One-Half (S ½) of Lot Six (6) and all of Lot Seven (7), Block Two (2), according to the recorded Plat of Lyman's Addition to the City of Sheboygan, Sheboygan County, Wisconsin, along with the East One-Half (E ½) of the vacated North-South alley adjacent thereto

Mortgages:

Mortgage executed by Devin W. Nowak, a single person, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated December 19, 2003 and recorded December 26, 2003 at 8:28 a.m. as Document Number 1719339, securing the principal sum of \$49,200.00.

Mortgage executed by Devin W. Nowak, a single person, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated December 19, 2003 and recorded on December 26, 2003 at 8:28 a.m. as Document Number 1719340, securing the principal sum of \$12,300.00.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	855
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$604.78
Date Interest and Penalty Computed:	2/1/2014

Other:

Ordinance vacating alley dated December 9, 1965 and recorded December 17, 1965 at 11:38 a.m. in Volume 469 of Records, Page 324/6 as Document Number 877087.

PARCEL NO. 59281301460

Owner(s) of Record:

David A. Schleining, by virtue of a Warranty Deed dated August 5, 1996 and recorded August 7, 1996 at 1:37 p.m. in Volume 1460 of Records, Page 44 as Document Number 1457386.

Property Address:

Vacant Land on Kentucky Avenue, Sheboygan, WI 53081

Legal Description:

The West 30 feet of Lot 4 in Block 267 of the Original Plat of the City of Sheboygan

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ89, entered June 10, 2013 and docketed June 23, 2014 at 11:07 a.m. in the principal sum of \$706.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ90, entered June 10, 2013 and docketed June 23, 2014 at 11:06 a.m. in the principal sum of \$681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ91, entered June 10, 2013 and docketed June 23, 2014 at 11:05 a.m. in the principal sum of \$681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ92, entered June 10, 2013 and docketed June 23, 2014 at 11:04 a.m. in the principal sum of \$681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ93, entered June 10, 2013 and docketed June 23, 2014 at 11:02 a.m. in the principal sum of \$1,292,983.00 (No attorney listed).

Judgment executed against David Allan Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ94, entered November 16, 2011 and docketed July 17, 2012 at 9:54 a.m. in the principal sum of \$1,586.00 (No attorney listed).

Taxes:

Certificate No.:	1270	1133	1020	877
Tax Year:	2010	2011	2012	2013
Sale Year:	2011	2012	2013	2014
Principal Sum of Lien:	\$937.25	\$1,022.80	\$986.14	\$994.44
Date Interest and Penalty Computed:	2/1/2011	2/1/2012	2/1/2013	2/1/2014

Certificate No.:	878
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$446.30
Date Interest and Penalty Computed:	2/1/2014

Other:

Raze Order dated July 13, 2015 and recorded July 16, 2015 at 3:35 p.m. as Document Number 2006280.

PARCEL NO. 59281301540

Owner(s) of Record:

H.O.P.E. Through Divine Intervention Inc., a Georgia Non-Profit, by virtue of a Quit Claim Deed dated July 20, 2016 and recorded July 27, 2016 at 3:10 p.m. as Document Number 2024515; and by virtue of a Quit Claim Deed dated February 17, 2012 and recorded April 5, 2012 at 2:09 p.m. as Document Number 1942440.

Property Address:

1227 S. 8th Street, Sheboygan, WI 53081

Legal Description:

The South 60 feet of Lot 7 and the South 60 feet of the West 20 feet of Lot 8, Block 267, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Brian B. Long (previous owner) in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 09UC52, Warrant Number 200903555, type of tax - unemployment compensation, entered April 14, 2009 and docketed April 14, 2009 at 2:29 p.m. in the principal sum of \$1,228.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08TR5030, entered March 3, 2009 and docketed March 3, 2009 at 8:28 a.m. in the principal sum of \$186.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) 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 January 31, 2012 and docketed January 31, 2012 at 9:59 a.m. in the principal sum of \$222.25 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Wisconsin Consumer Credit Inc., N6652 Esterbrook Road, Fond du Lac, WI 54937, Sheboygan County Circuit Court Case Number 14SC974, entered May 12, 2014 and docketed June 4, 2014 at 9:34 a.m. in the principal sum of \$362.00 and judgment for the replevin of a 2003 Pontiac Grand Am, VIN:1G2NW52E93C319107 (Attorney Basil J. Buchko, Jr.).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:05 p.m. in the principal sum of \$169.78 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long (previous owner) in favor of United Building Centers, 6710 S. Business Drive, Attn: David Brading, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:06 p.m. in the principal sum of \$1,197.82 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1472, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of \$208.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1693, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of \$298.00 (no attorney listed).

Judgment executed against Brian Long (previous owner) in favor of Sheboygan County, (no address provided), Sheboygan County Circuit Court Case Number 03FA329, entered April 30, 2007 and docketed April 30, 2007 at 4:47 p.m. in the principal sum of \$500.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:16 a.m. in the principal sum of \$440.01 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Wal-Mart, 4433 Vanguard Drive, Attn: Kyle Reiss, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:17 a.m. in the principal sum of \$3,263.95 (no attorney listed).

Taxes:

Certificate No.:	1023	879
Tax Year:	2012	2013
Sale Year:	2013	2014

Principal Sum of Lien: \$867.54 \$1,137.20
Date Interest and Penalty Computed: 2/1/2013 2/1/2014

Other:
None

PARCEL NO. 59281302300

Owner(s) of Record:

Joseph P. Champeau, by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 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 Wisconsin 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 Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975551, securing the principal sum of \$11,000.00.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 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.:	881	882
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$1,681.04	\$291.27
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
None

PARCEL NO. 59281302440

Owner(s) of Record:

Cheryl A. Cihak, by virtue of a Warranty Deed dated April 22, 1989 and recorded on April 25, 1989 at 3:04 p.m. in Volume 1108 of Records, Page 805 as Document Number 1184473; and by virtue of an HT-110 dated August 18, 2015 and recorded August 18, 2015 at 2:30 p.m. as Document Number 2007987.

Property Address:

1114 Georgia Avenue, Sheboygan, WI 53081

Legal Description:

The East Twenty (20) feet of Lot Ten (10) and the West Twenty (20) feet of Lot Eleven (11), Block Two Hundred Eighty-Four (284) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	883
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$93.59
Date Interest and Penalty Computed:	2/1/2014

Other:

None

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.:	885
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Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$135.98
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO. 59281305850

Owner(s) of Record:

Valerie J. Thalacker, by virtue of 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.: 908
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$761.02
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO. 59281307360

Owner(s) of Record:

Darryl W. Hebert, by virtue of a Warranty Deed dated May 25, 2001 and recorded June 1, 2001 at 2:14 p.m. in Volume 1833 of Records, Page 614 as Document Number 1600034.

Property Address:

1120 Broadway Avenue, Sheboygan, WI 53081

Legal Description:

Lot 27, Block 8, Assessment Subdivision Number 19, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage (With Future Advance Clause) executed by Darryl W. Hebert, an unmarried individual, to Associated Bank, N.A., 1305 Main Street, Stevens Point, WI 54481, dated July 2, 2008 and recorded July 15, 2008 at 9:47 a.m. as Document Number 1857019, securing the principal sum of \$48,650.00.

Real Estate Security Agreement executed by William J. Adamavich, Charles J. Adamavich and John C. Adamavich (previous owners) to Community Bank (no address provided), dated November 3, 1995 and recorded November 7, 1995 at 8:26 a.m. in Volume 1416 of Records, Page 626/7 as Document Number 1438137.

Real Estate Security Agreement executed by John C. Adamavich, William J. Adamavich, and Charles J. Adamavich (previous owners) to Community Bank, 3007 S. Business Drive, Sheboygan, WI 53081, dated May 19, 1999 and recorded May 27, 1999 at 1:52 p.m. in Volume 1672 of Records, Page 83 as Document Number 1544728.

Judgments/Liens:

Judgment executed against Darryl W. Hebert in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16CF281, entered October 13, 2016 and docketed October 13, 2016 at 8:45 a.m. in the principal sum of \$505.00 (no attorney listed).

Judgment executed against Darryl W. Hebert in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16CF281, entered October 13, 2016 and docketed October 13, 2016 at 8:45 a.m. in the principal sum of \$2,442.25 (no attorney listed).

Taxes:

Certificate No.:	916
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,536.72
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO: 59281313690

Owner(s) of Record:

Timothy M. Leonhard and Sharon Leonhard, his wife, by virtue of a Transfer of Title dated March 3, 1993 and recorded December 11, 1995 in Volume 1421 of Records, Page 219 as Document Number 1440211.

Property Address:

823 Ashland Avenue, Sheboygan, WI 53081

Legal Description:

Lot Twenty-Six (26), Block Twenty-Seven (27) according to the recorded Plat of Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by Timothy M. Leonhard and Sharon Leonhard, his wife, to Firstar Bank Sheboygan, P.O. Box 3487, Oshkosh, WI 54903-3487, dated February 6, 1996 and recorded February 22, 1996 at 2:26

p.m. in Volume 1430 of Records, Pages 987/8 as Document Number 1444514, securing the principal sum of \$9,917.52.

Judgments/Liens:

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard (no address provided), dated May 30, 2008 and recorded on June 9, 2008 at 11:09 a.m. as Document Number 1854626 in the principal sum of \$6,430.28.

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard (no address provided), dated April 7, 2009 and recorded on April 13, 2009 at 12:00 p.m. as Document Number 1874790 in the principal sum of \$425.50.

Taxes:

Certificate No.:	936
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,211.37
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO. 59281317780

Owner(s) of Record:

David L. Mattern, by virtue of a Quit Claim Deed dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 699 as Document Number 1599513.

Property Address:

2512 S. 9th Street, Sheboygan, WI 53081

Legal Description:

Lot 9, Ramaker, Terhorst & Hesse's Division, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by David L. Mattern, a married person, to Marjorie N. Mattern, a married person, as individual property, (no address provided), dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 700 as Document Number 1599514, securing the principal sum of \$61,260.00.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	950
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,292.04
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO: 59281318950

Owner(s) of Record:

Gina L. Miller, by virtue of a Special Warranty Deed dated January 24, 2007 and recorded February 15, 2007 at 1:00 p.m. as Document Number 1819587.

Property Address:

1511 S. 8th Street, Sheboygan, WI 53081

Legal Description:

Lot 10, Block 13, according to the recorded plat of South Side Land Company's Addition, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	954
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$847.43
Date Interest and Penalty Computed:	2/1/2014

Other:

None

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 incorrect on Warranty Deed*).

Property Address:

730 Union Avenue, Sheboygan, WI 53081

Legal Description:

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, a single person, 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 incorrect 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 Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC413, entered February 23, 2009 and docketed March 9, 2009 at 1:19 p.m. in the principal sum of \$1,553.47 (Attorney Daniel John Rostollan).

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 20 11CT130, entered November 15, 2011 and docketed November 15, 2011 at 11:29 a.m. in the principal sum of \$1,134.00 (no attorney listed).

Judgment executed against Joseph S. Myszewski in favor of Aurora Health Care Central Inc., P.O. Box 34910, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 10CV291, entered May 13, 2010 and docketed May 13, 2010 at 8:14 a.m. in the principal sum of \$31,119.81 (Attorney John M. Heuer).

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 08FO451, entered October 14, 2009 and docketed October 14, 2009 at 9:31 a.m. in the principal sum of \$312.00 (no attorney listed).

Judgment executed against Joseph S. Myszewski in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC531, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of \$1,363.01 (Attorney Ann Louise Patteson).

Taxes:

Certificate No.:	960
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$882.80
Date Interest and Penalty Computed:	2/1/2014

Other:

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-24273-mdm, Chapter 13, filed 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:
Judgment executed against Tracy Rios in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC2295, entered July 30, 2007 and docketed August 24, 2007 at 4:35 p.m. in the principal sum of \$3,127.57 (Attorney Brandon Eugene Bowlin).

Taxes:
Certificate No.: 975
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,419.95
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO. 59281401430

Owner(s) of Record:
Harold V. Hunter, a single person, by virtue of a Warranty Deed dated October 27, 2010 and recorded November 1, 2010 at 12:12 p.m. as Document Number 1912699.

Property Address:
1802A S. 12th Street, Sheboygan, WI 53081

Legal Description:
Parcel 1: Lot 24, Block 6, Assessment Subdivision No. 18 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

AND:
Parcel 2: Nonexclusive easement for the benefit of Parcel 1 for purpose of egress and ingress over the South 10 feet of Lot 25, Block 6 of said Assessment Subdivision 18, said right of way or easement being that described in Volume 220 of Deeds, Page 514 as Document Number 357537, recorded December 3, 1937, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 14SC2169, entered October 13, 2014 and docketed October 31, 2014 at 2:22 p.m. in the principal sum of \$1,477.05 (Attorney David M. Mcdorman).

Judgment executed against Harold Hunter in favor of John M. Korolewski, DDS, 1407 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC2720, entered November 12, 2012 and docketed November 12, 2012 at 8:45 a.m. in the principal sum of \$724.68 (no attorney listed).

Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 16SC465,

entered April 4, 2016 and docketed April 22, 2016 at 3:15 p.m. in the principal sum of \$2,992.87 (Attorney David M. McDorman).

Taxes:
Certificate No.: 983
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,141.98
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO. 69281402100

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, a single person, to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated April 8, 1994 and recorded April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, Page 536/7 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, 828 Center Avenue, Suite 104, 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, 828 Center Avenue, Suite 104, 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:

Possible Child Support Lien against Jason S. Hansen, Date of Birth August 8, 1975, Docket Number 548595, filed November 6, 2016 in the principal sum of \$1,114.40, Rock County Child Support Agency, Courthouse, 51 S. Main Street Janesville, WI 53545.

Taxes:
Certificate No.: 986
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,460.16
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO: 58281413820

Owner(s) of Record:

Maria A. Smith, by virtue of a Special Warranty Deed dated October 29, 2007 and recorded November 26, 2007 at 2:00 p.m. as Document Number 1840499.

Property Address:

1829 Arizona Avenue, Sheboygan, WI 53081

Legal Description:

Lot Ten (10) and the West Twenty (20) feet of Lot Eleven (11) in Block One (1), in Graff's Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:

Mortgage executed by Maria A. Smith to Wisconsin State Bank, PO Box 510347, New Berlin, WI 53151-0347, dated November 8, 2007 and recorded November 26, 2007 at 2:00 p.m. as Document Number 1840500, securing the principal sum of \$80,000.00. Mortgage amendment and restatement executed by Maria A. Smith to Harris, N.A., 1000 N. Water Street, Suite 100, Milwaukee, WI 53202, dated September 22, 2008 and recorded June 16, 2009 at 12:44 p.m. as Document Number 1880505, securing the principal sum of \$80,000.00.

Assignment of Rents executed by Maria A. Smith to Harris, N.A., 1000 N. Water Street, Suite 100, Milwaukee, WI 53202, dated September 22, 2008 and recorded June 16, 2009 at 12:44 p.m. as Document Number 1880506.

Lis Pendens as it relates to the above Mortgage executed by BMO Harris Bank NA, f/k/a Harris NA, successor by merger to Community Bank Group, f/k/a Lincoln State Bank, f/k/a Wisconsin State Bank, "Plaintiff, -vs- Maria A. Smith et al, "Defendant", Sheboygan County Circuit Court Case Number 13CV423, dated June 5, 2013 and recorded June 6, 2013 at 3:24 p.m. as Document Number 1969771 (Atty. Matthew J. Krawczyk, 16620 W. Bluemound Road, Suite 500, Brookfield, WI 53005).

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	1018
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$77.89
Date Interest and Penalty Computed:	2/1/2014

Other:

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 15-25617-gmh, Chapter 13, filed by Jessie A. Anderson and Maria A. Anderson (a/k/a Maria A. Smith), terminated February 7, 2017.

PARCEL NO. 59281500350

Owner(s) of Record:

R. Michael Graumann and Barbara E. Graumann, as survivorship marital property, by virtue of a Warranty Deed dated June 23, 1999 and recorded June 30, 1999 at 3:14 p.m. in Volume 1679 of Records, Page 328 as Document Number 1547705.

Property Address:

906 N. 17th Street, Sheboygan, WI 53081

Legal Description:

The North Thirty-Five (35) feet of the South One-Half (S ½) of Lots numbered Eleven (11) and Twelve (12), in Block One-Hundred Fifteen (115) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof

Mortgages:

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded June 16, 2003 at 8:41 a.m. as Document Number 1691092, securing the principal sum of \$70,000.00.

Judgments/Liens:

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

Taxes:

Certificate No.:	1055	1056
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$1,432.24	\$66.80
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:

None

PARCEL NO. 59281500860

Owner(s) of Record:

R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Personal Representative's Deed dated June 7, 1989 and recorded June 26, 1989 at 9:23 a.m. in Volume 1113 of Records, Page 444 as Document Number 1187155.

Property Address:

1416 New York Avenue, Sheboygan, WI 53081

Legal Description:

Lot Four (4), Block One Hundred Thirty-Six (136), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated April

21, 2003 and recorded May 22, 2003 at 12:17 p.m. as Document Number 1687369, securing the principal sum of \$56,000.00.

Judgments/Liens:

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

Taxes:

Certificate No.:	1060
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,592.53
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO. 89281501430

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).

Taxes:

Certificate No.:	1065
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,846.20
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO: 59281501820

Owner(s) of Record:

Barbara C. Marshall, a married person, by virtue of a Quit Claim Deed dated April 22, 1996 and recorded April 23, 1996 at 8:44 a.m. in Volume 1441 of Records, Page 296 as Document Number 1448844; and by Warranty Deed dated February 4, 1982 and recorded February 4, 1982 at 3:17 p.m. in Volume 912 of Records, Page 938 as Document Number 1074157.

Property Address:

521 N. 14th Street, Sheboygan, WI 53081

Legal Description:

The South 1/2 of the West 40 feet of Lot 5 and the South 50 feet of Lot 6 in Block 160 of the Original Plat of the City of Sheboygan

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ155, entered November 19, 2013 and docketed June 23, 2014 at 9:04 a.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ154, entered November 19, 2013 and docketed June 23, 2014 at 9:05 a.m. in the principal sum of \$516.49 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of Aurora Medical Group Sheboygan Clinic, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 05SC2681, entered March 30, 2006 and docketed September 16, 2008 at 2:53 p.m. in the principal sum of \$565.81 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of Kohls Department Store, N54W13901 Woodale Drive, Menomonee Falls, WI 53051, Sheboygan County Circuit Court Case Number 05SC2680,

entered March 30, 2006 and docketed July 21, 2006 at 3:41 p.m. in the principal sum of \$3,182.72 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ157, entered November 19, 2013 and docketed June 23, 2014 at 9:02 a.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ156, entered November 19, 2013 and docketed June 23, 2014 at 9:03 a.m. in the principal sum of \$691.00 (no attorney listed).

Taxes:

Certificate No.:	1070
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,925.93
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO. 88281501810

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 on November 9, 1990 at 10:23 a.m. in Volume 1155 of Records, Page 51 as Document Number 1210789.

Property Address:

Vacant Land on N. 14th Street, Sheboygan, WI 53081

Legal Description:

The South Fifty (50) feet of Lot One (1), Block One Hundred Sixty-One (161), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by Walter E. and Sandra K. Lehmann to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated February 23, 1999 and recorded March 25, 1999 at 9:05 a.m. in Volume 1656 of Records, Page 768 as Document Number 1538518, securing the principal sum of \$5,862.00.

Judgments/Liens:

Judgment executed against Walter Lehmann in favor of Integrity Mutual Insurance Company, P.O. Box 1218, 671 S. High Street, Columbus, OH 43216, Sheboygan County Circuit Court Case Number 13SC2075, entered August 19, 2013 and docketed August 28, 2013 at 12:27 p.m. in the principal sum of \$4,054.90 (Attorney Maura Buckley Battersby).

Taxes:

Certificate No.:	1072
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$116.04
Date Interest and Penalty Computed:	2/1/2014

Other:
None

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, husband and wife, 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 on 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).

Possible Child Support Lien against Charles Rogers, Date of Birth January 24, 1974, Docket Number 474140, filed August 3, 2014 in the principal sum of \$10,027.00, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233 and Marathon County Child Support Agency, 400 E. Thomas Street, Wausau, WI 54403.

Taxes:

Certificate No.:	1086
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$2,207.98
Date Interest and Penalty Computed:	2/1/2014

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, Page 186/7 as Document Number 1503565.

PARCEL NO. 59281509650

Owner(s) of Record:

R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:17 p.m. in Volume 1090 of Records, Page 840 as Document Number 1174390.

Property Address:

1221 Alabama Avenue, Sheboygan, WI 53081

Legal Description:

Lot Four (4), Block Two Hundred Eighty-Three (283), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded June 9, 2003 at 1:10 p.m. as Document Number 1690004, securing the principal sum of \$60,000.00.

Judgments/Liens:

Judgment executed against Mike Graumann, in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50.

Taxes:

Certificate No.:	1124
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,635.58
Date Interest and Penalty Computed:	2/1/2014

Other:

None

PARCEL NO. 59281511910

Owner(s) of Record:

Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, by virtue of a Quit Claim Deed dated June 20, 2011 and recorded on June 30, 2011 at 3:30 p.m. as Document Number 1926514.

Property Address:

2117 Indiana Avenue, Sheboygan, WI 53081

Legal Description:

Lots 31 and 32 in Block 2 of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, Wisconsin

Mortgages:

Mortgage executed by Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, to U.S. Venture, Inc., a Wisconsin corporation, 425 Better Way, Appleton, WI 54915, dated December 7, 2012 and recorded January 11, 2013 at 2:10 p.m. as Document Number 1960562, securing the principal sum of \$115,000.00.

Judgments/Liens:

None of Record

Taxes:

Certificate No.:	1138	1139
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$6,020.67	\$130.72
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:

Groundwater use restriction dated May 5, 2000 and recorded May 10, 2000 at 11:06 a.m. in Volume 1735 of Records, Page 766/7 as Document Number 1570298.

Curb/driveway agreement dated May 26, 1955 and recorded June 21, 1955 at 10:06 a.m. in Volume 5 of Contracts, Page 152/3 as Document Number 640500.

PARCEL NO. 59281512210

Owner(s) of Record:

Mary L. Schneider, by virtue of a Warranty Deed dated March 27, 1987 and recorded March 31, 1987 at 8:34 a.m. in Volume 1045 of Records, Page 912 as Document Number 1149267 (Mary L. Schneider is also known as Mary L. Timmel on below mortgage).

Property Address:

1318 S. 23rd Street, Sheboygan, WI 53081

Legal Description:

Lot Number Thirteen (13) Koerner's Subdivision according to the recorded plat thereof, being in Section Number Twenty-Seven (27), Township Number Fifteen (15) North, Range Twenty-Three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by Mary L. Timmel and Larry A. Timmel, husband and wife, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated January 8, 2007 and recorded February 8, 2007 at 11:39 a.m. as Document Number 1819112, securing the principal sum of \$40,000.00.

Judgments/Liens:

Judgment executed against Mary L. Schneider in favor of Palisades Collection LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 13SC396, entered February 25, 2013 and docketed March 6, 2013 at 4:51 p.m. in the principal sum of \$5,870.82 (Attorney Michael Richard Link).

Judgment executed against Marylou Schneider in favor of Velocity Investments LLC, P.O. Box 788, Wall, NJ 07719, Sheboygan County Circuit Court Case Number 12SC3118, entered December 17, 2012 and docketed January 2, 2013 at 2:04 p.m. in the principal sum of \$9,450.97 (Attorney Brandon Eugene Bowlin).

Taxes:

Certificate No.: 1140
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,820.05
Date Interest and Penalty Computed: 2/1/2014

Other:

None

PARCEL NO. 58281512930

Owner(s) of Record:

Sargent Living Trust, by virtue of an Assignment of Land Contract dated March 20, 2013 and recorded on April 3, 2013 at 11:15 a.m. as Document Number 1965792; and by Deed of Administrator dated March 22, 1956 and recorded on April 20, 1956 at 4:15 p.m. in Volume 368 of Deeds, page 542/3 as Document Number 657315.

Land Contract executed by Earl F. Sargent and Gladys Pearl Sargent (Vendor) (no address listed), and Jeffrey E. Sargent and Theresa M. Sargent (Purchaser), dated January 23, 2008 and recorded December 23, 2008 at 12:19 p.m. as Document Number 1866460.

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.: 1145
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,692.47
Date Interest and Penalty Computed: 2/1/2014

Other:

None

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:

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR4081, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of \$141.50 (no attorney listed).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR7746, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of \$141.50 (no attorney listed).

State Tax Lien executed against Jose Herrera in favor of WI Department of Workforce Development (no address listed), 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 J. Herrera in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC4234, entered December 17, 2007 and docketed January 29, 2008 at 2:59 p.m. in the principal sum of \$3,525.61 (Attorney Brandon E. Bowlin).

Judgment executed against Jose J. Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 98TR4863, entered December 19, 2008 and docketed December 19, 2008 at 2:57 p.m. in the principal sum of \$122.90 (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, entered January 21, 2010 and docketed January 21, 2010 at 9:09 a.m. in the principal sum of \$150.10 (no attorney listed).

Taxes:

Certificate No.:

1155

Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,588.54
Date Interest and Penalty Computed: 2/1/2014

Other:

Easement dated May 31, 1996 and recorded October 25, 1996 at 1:31 p.m. in Volume 1472 of Records, page 881/2 as Document Number 1463094.

PARCEL NO 59261602180

Owner(s) of Record:

Raymond L. Corbett and Alia C. Corbett, husband and wife, as survivorship marital property, by virtue of a Quit Claim Deed dated February 26, 2014 and recorded February 27, 2014 at 2:52 p.m. as Document Number 1983046.

Property Address:

1409 Heermann Court, Sheboygan, WI 53081

Legal Description:

The West 53 feet of the East 75.2 feet of Lots 2, 3, and 5, Block 2, Assessment Subdivision No. 13, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1483, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of \$238.30 (no attorney listed).

Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1482, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of \$175.30 (no attorney listed).

Taxes:

Certificate No.: 1159
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,629.74
Date Interest and Penalty Computed: 2/1/2014

Other:

None

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 Subdivision, located in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Dale Robert Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 02FA90, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$121.00 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR5487, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$181.00 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR5486, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$156.20 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 03FO1569, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$140.80 (no attorney listed).

Judgment executed against Dale Maxey and Shara Millette in favor of Sarah Reik and Dan Reik, N115W17107 Armaoa Drive, Germantown, WI 53022, Sheboygan County Circuit Court Case Number 07SC798, entered April 30, 2007 and docketed May 11, 2007 at 3:18 p.m. in the principal sum of \$2,467.29 (no attorney listed).

Judgment executed against Alan A. Hoffman (prior owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 11CM444, entered June 5, 2012 and docketed June 5, 2012 at 3:32 p.m. in the principal sum of \$265.00 (no attorney listed).

Judgment executed against Alan A. Hoffman (prior owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 10CM93, entered June 5, 2012 and docketed June 5, 2012 at 3:32 p.m. in the principal sum of \$730.00 (no attorney listed).

Taxes:

Certificate No.: 1179
Tax Year: 2013

Sale Year: 2014
Principal Sum of Lien: \$1,460.49
Date Interest and Penalty Computed: 2/1/2014

Other:
None

PARCEL NO: 59281610230

Owner(s) of Record:

Long Yang and Mai Lee Vang Yang, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated January 3, 1997 and recorded January 7, 1997 at 8:40 a.m. in Volume 1484 of Records, Page 506 as Document Number 1468083.

Property Address:

Vacant Land on N. 26th Street, Sheboygan, WI 53081

Legal Description:

Lot 61 and the East Half of vacated alley adjacent, Fairview Subdivision, City of Sheboygan

Mortgages:

None of Record

Judgments/Liens:

Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Clerk of Courts, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of \$191.04 (no attorney listed).

Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Clerk of Courts, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of \$452.38 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of \$186.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of \$20.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of \$400.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of \$200.00 (no attorney listed).

Judgment against Mai Yang, in favor of Acuity, P.O. Box 58, 2800 S. Taylor Drive, Sheboygan, WI 53082-0058, Sheboygan County Circuit Court Case Number 13SC1223 entered June 10, 2013 and docketed June 10, 2013 at 12:34 p.m. in the principal sum of \$3,178.79 (no attorney listed).

Judgment against Mai L. Yang, in favor of Aurora Health Care Central Inc., P.O. Box 343910 Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 09SC2699 entered September 21, 2009 and docketed September 29, 2009 at 1:17 p.m. in the principal sum of \$755.26 (Attorney John M. Heuer).

Judgment against Mailee V. Yang, in favor of Aurora Health Care Metro Inc. and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2041, entered August 12, 2013 and docketed August 20, 2013 at 10:32 a.m. in the principal sum of \$1,738.46 (Attorney John M. Heuer).

Possible Child Support Lien against Mai Yang, Date of Birth November 1, 1978, Docket Number 413333, filed November 4, 2012 in the principal sum of \$30,126.54, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233.

Taxes:

Certificate No.:	1180
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$124.41
Date Interest and Penalty Computed:	2/1/2014

Other:

Vacated Alley Resolution dated August 19, 1963 and recorded September 4, 1963 at 3:23 p.m. in Volume 421 of Deeds, Pages 136/8 as Document Number 825559.

PARCEL NO. 59281610350

Owner(s) of Record:

Walter J. Bauer, a single person, by virtue of a Warranty Deed dated December 14, 1984 and recorded December 18, 1984 at 3:46 p.m. in Volume 973, Page 807 as Document Number 1110197.

Land Contract executed by Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer Deceased (Vendor) and Richard F. Hitsman, a single person (Vendee) dated September 28, 2012 and recorded October 16, 2012 at 3:49 p.m. as Document Number 1954671.

Assignment of Land Contract Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer (Vendor) to Rose Ann Sargent, Dale Bauer and John Bauer, as Tenants-In-Common, dated December 3, 2012 and recorded January 9, 2013 at 2:11 p.m. as Document Number 1960364.

Property Address:

1544 N. 26th Street, Sheboygan, WI 53081

Legal Description:

Lots Seventy-Seven (77) and Seventy-Eight (78), Fairview Subdivision to the City of Sheboygan

Mortgages:

None or Record

Judgments/Liens:

Judgment executed against Richard Hitsman and Shari Lynn Hitsman in favor of Louis Coulis MD SC, 1414 N. Taylor Drive, Sheboygan, Wisconsin 53081, Sheboygan County Circuit Court Case Number 9SC874, dated March 23, 2009 and docketed April 20, 2009 at 10:42 a.m. in the principal sum of \$601.56 (Attorney Andrew H. Morgan Esq.).

Taxes:

Certificate No.: 1182
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$1,099.71
Date Interest and Penalty Computed: 2/1/2014

Other:

None

PARCEL NO. 59281811020

Owner(s) of Record:

Laura L. Loiselle, by virtue of a Warranty Deed dated February 23, 2010 and recorded February 25, 2010 at 2:34 p.m. as Document Number 1896938.

Property Address:

2025 Folger Court, Sheboygan, WI 53081

Legal Description:

Lot 27, Folgers Addition Supplement, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

None of Record

Taxes:

Certificate No.: 1184
Tax Year: 2013
Sale Year: 2014
Principal Sum of Lien: \$807.62
Date Interest and Penalty Computed: 2/1/2014

Other:

None

PARCEL NO. 59281826070

Owner(s) of Record:

Dale Schwantes (Vendor) and Todd Heckert (Vendee) in a Land Contract dated May 18, 2009 and recorded May 21, 2009 at 9:03 a.m. as Document Number 1878230. Dale A. Schwantes, by virtue of a Quit Claim Deed dated April 28, 2004 and recorded October 21, 2004 at 9:26 a.m. as Document Number 1748131; and by Quit Claim Deed dated December 7, 2004 and recorded December 10, 2004 at 2:45 p.m. as Document Number 1752686.

Property Address:

2004 Mayflower Avenue, Sheboygan, WI 53083

Legal Description:

Lot Seven (7), except the West One Hundred Sixty-One (161) feet thereof, (incorrectly shown as 181 feet on previous deeds), in Schetter's Subdivision in the City of Sheboygan but subject to street rights of the East Thirty (30) feet of said lot.

AND:

The South One (1) foot of the East Ninety-Five (95) feet of Lot Eight (8) in Schetter's Subdivision in the City of Sheboygan, subject to street rights of the East Thirty (30) feet of said lot, Sheboygan County, Wisconsin

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against Todd Heckert in favor of Wisconsin Public Service Corporation, PO Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC498, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of \$1,418.43 (Attorney Ann Louise Pattenon).

Taxes:

Certificate No.:	1206
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$408.58
Date Interest and Penalty Computed:	2/1/2014

Other:

Easement as referenced in Quit Claim Deed dated December 7, 2004 and recorded December 10, 2004 at 2:45 p.m. as Document Number 1752686.

Driveway Restoration Agreement dated May 2, 1980 and recorded May 7, 1980 at 9:28 a.m. in Volume 880 of Records, Pages 111/12 as Document Number 1055112.

Weatherization Certificate of Compliance dated October 21, 2004 and recorded October 21, 2004 at 9:27 a.m. as Document Number 1748132.

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 & Schaezter's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by Cody Abraham to Adrienne Boutillier, her successors and assigns, (no address provided), dated June 22, 2015 and recorded June 22, 2015 at 2:33 p.m. as Document Number 2004861, securing the principal sum of \$6,200.00.

Judgments/Liens:

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 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 State of Wisconsin, 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 in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CM1104, entered January 31, 2007 and docketed February 1, 2007 at 10:08 a.m. in the principal sum of \$125.00 (Attorney Katherine J. Kruger)

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM678, entered January 31, 2007 and docketed February 1, 2007 at 9:57 a.m. in the principal sum of \$49.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM1642, entered January 31, 2007 and docketed February 1, 2007 at 9:44 a.m. in the principal sum of \$3.77 (Attorney Katherine J. Kruger).

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 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 E. Abraham in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC777, entered March 23, 2009 and docketed March 27, 2009 at 11:28 a.m. in the principal sum of \$941.89 (Attorney Ann Louise Patteson).

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).

Taxes:

Certificate No.:	1214	1215
Tax Year:	2013	2013

Sale Year:	2014	2014
Principal Sum of Lien:	\$1,209.75	\$679.82
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:

Rental Weatherization Stipulation Authorization Number S121982.

PARCEL NO. 59281700300

Owner(s) of Record:

LTD Rentals & Restoration, LLC, by virtue of a Warranty Deed dated July 12, 2006 and recorded July 18, 2006 at 1:54 p.m. as Document Number 1803559.

Property Address:

1218 Superior Avenue, Sheboygan, WI 53081

Legal Description:

Lot 3, Block 13, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:

Mortgage executed by LTD Rentals & Restoration, LLC to Johnson Bank, 555 Main Street, Suite 340, Racine, WI 53403, dated July 12, 2006 and recorded July 18, 2006 at 1:58 p.m. as Document Number 1803551, securing the principal sum of \$345,000.00; Assignment of Rents related thereto recorded as Document Number 1803562 (Includes other land).

Mortgage executed by LTD Rentals & Restoration, LLC to M&I Marshall & Ilsley Bank, 2002 Eastern Avenue, Plymouth, WI 53073, dated August 6, 2008 and recorded August 18, 2008 at 11:09 a.m. as Document Number 1859089, securing the principal sum of \$100,000.00(Includes other land).

Judgments/Liens:

Judgment executed against LTD Rentals and Restoration in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ16, entered August 14, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ150, entered October 16, 2013 and docketed June 23, 2014 at 9:11 a.m. in the principal sum of \$117,568.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ15, entered August 14, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ42, entered July 8, 2013 and docketed January 28, 2014 at 11:12 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ52, entered July 8, 2013 and docketed February 27, 2014 at 10:33 a.m. in the principal sum of \$681.00 (no attorney listed).

Taxes:

Certificate No.:	1233	1234
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Tax Year: 2013 2013
Sale Year: 2014 2014
Principal Sum of Lien: \$1,905.91 \$510.82
Date Interest and Penalty Computed: 2/1/2014 2/1/2014

Other:

Raze Order dated July 17, 2014 and recorded July 22, 2014 at 2:04 p.m. as Document Number 1989240.

PARCEL NO. 59282910190

Owner(s) of Record:

Harold E. Perronne Family Trust, by virtue of a Warranty Deed dated December 20, 1996 and recorded January 13, 1997 at 1:44 p.m. in Volume 1485 of Records, Page 396 as Document Number 1468474.

Land contract executed by Harold E. Perronne Family Trust to John H. Perronne, a single person, dated July 22, 2001 and recorded August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, Page 327 as Document Number 1806672, in the principal sum of \$24,000.00.

Property Address:

411 State Street, Sheboygan Falls, WI 53085

Legal Description:

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

Mortgages:

None of Record

Judgments/Liens:

Judgment executed against John Perronne in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ 07632, Sheboygan County Circuit Court Case Number 07SC1829, entered June 4, 2007 and docketed June 28, 2007 at 4:21 p.m. in the principal sum of \$3,683.37 (Attorney Brandon E. Bowlin).

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, 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.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945350, 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.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, 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.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW331, Warrant Number 59-11939658, 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.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, 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.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, 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

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW334, Warrant Number 59-11930657, type of tax - sales, entered December 22, 2009 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of \$565.33.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW162, Warrant Number 59-11973574, type of tax - income, entered November 23, 2012 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of \$2,800.79.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW164, Warrant Number 59-11932951, type of tax - income, entered April 15, 2014 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of \$4,867.30

State Tax Lien executed against John H. Perronne in favor of Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW163, Warrant Number 59-119785759, type of tax - income, entered April 15, 2014 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of \$4,383.41.

Taxes:

Certificate No.:	1680	1549	1333
Tax Year:	2011	2012	2013
Sale Year:	2012	2013	2014
Principal Sum of Lien:	\$1,387.98	\$1,432.62	\$1,434.02
Date Interest and Penalty Computed:	2/1/2012	2/1/2013	2/1/2014

Other:

Twenty foot building setback along the Northerly line of Lot 2 and along the Northwesterly line of Lot 1 as set forth in Volume 5 of Plats, Page 38.

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 (.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-Three, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated March 3, 2017, 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 March 3, 2017. 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 3, 2017, which date is hereby fixed as the last day for redemption.

(The rest of this page intentionally left blank.)

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 3, 2017, 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

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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 3rd day of March, 2017.

SHEBOYGAN COUNTY

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

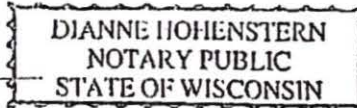
STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

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.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 3rd day of March, 2017.

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



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

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CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 222-16-17 providing for the sale of approximately \$5,000,000 General Obligation Promissory Notes, Series 2017A.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: March 20, 2017

MEETING DATE: March 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The Common Council approved the 2017 Capital Improvement Program authorizing borrowing of \$5,000,000 for capital Improvement projects. The attached outlines the timeline to finance the capital improvement projects. The debt structure is consistent with historical debt issuance, ten year amortization of the notes.

STAFF COMMENTS:

The City entered into a Financial Advisory Agreement with Wisconsin Public Finance Professionals, LLC for the issuance of \$5,000,000 General Obligation Promissory Notes to finance the capital improvement projects. The estimated true interest rate is 2.26 percent, the final interest rates will be determined at the bid opening on May 1, 2017. The cost of issuance will be \$41,500.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution 222-16-17 providing for the sale of approximately \$5,000,000 General Obligation Promissory Notes, Series 2017A.

ATTACHMENTS:

- I. Res. No. 222-16-17
- II. Timeline for 2017 CIP Financing
- III. Report on Financing 2017 Capital Improvement Projects

III

5.1

Res. No. 222- 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$5,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$5,000,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2017 Capital Improvement Plan, including the acquisition of motor vehicles, fire engines, and other equipment, building repairs and renovations, and bridge and street improvements (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation promissory notes in an amount of approximately \$5,000,000 should be issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the Project.

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

Section 1. Issuance of the Notes. The City shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2017A" (the "Notes") in an amount of approximately \$5,000,000 for the purpose of paying the cost of the Project.

Section 2. Sale of the 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")) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner 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.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and

Finance

distributed. 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.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Common Council shall consider taking further action to provide the details of the Notes; to award the Notes to the lowest responsible bidder therefor; and to levy a direct annual irrevocable tax sufficient to pay the principal of and interest on the Notes as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2017.

Dated April _____, 2017. _____, City Clerk

Approved April _____, 2017. _____, Mayor



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

City of Sheboygan Timeline for 2017 CIP Financing

March 20	Council	Introduce Resolution Setting the Sale
March 27	Finance	Review/Discussion
March 31		Official Statement Sent to City for Review
April 3	Council	Adopt Resolution Setting the Sale
April 6		Official Statement Submitted to Moody's
April 12-13		Moody's Conference Call
April 25		Rating Released; Credit Report Available
April 19		Official Statement Distributed to Underwriters
April 24		Introduce Draft Award Resolution
May 1		Sale Date - Bids Taken in Morning
May 1	Finance	Review Sale Results/Final Award Resolution
May 1	Council	Adopt Final Award Resolution
May 15		Closing; Delivery of Funds to City



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

City of Sheboygan

Finance Committee Meeting March 27, 2017

Report on Financing 2017 Capital Improvement Projects

Presented by: Carol Wirth, President

2017 Capital Improvement Projects - \$5 Million

City Buildings	\$ 73,000	Mead Library Upgrades	\$350,492
Fire Buildings	\$ 193,000	Transit Fleet	\$180,000
Fire Engine	\$ 495,000	Motor Vehicle Equipment	\$949,000
Street Improvements	\$2,015,779	Bridge Improvements	\$743,729

Resolution Providing for the Sale of \$5 Million General Obligation Promissory Notes

Authorizes and directs Notes be offered for public sale, and the preparation and dissemination of a Notice of Sale to solicit bids.

Sale Date - May 1, 2017 - Council action on Sale Resolution locking in final interest rates.

Purpose of Notes - "paying the cost of various construction, improvement and acquisition projects set forth in the City's 2017 Capital Improvement Plan, including the acquisition of motor vehicles, fire engines, and other equipment, building repairs and renovations, and bridge and street improvements."

\$5 Million General Obligation Promissory Notes and Existing City Purposes Debt Service

Calendar Year	Principal	Coupon	Estimated Interest	Total 2017 Notes D/S	Existing City Purpose D/S	Combined City Purpose D/S	Special Assessment Revenue
2017	-	-	-	-	3,254,779.00	3,254,779.00	310,134.00
2018	400,000.00	2.000%	161,200.00	561,200.00	2,772,588.00	3,333,788.00	310,134.00
2019	375,000.00	2.000%	109,000.00	484,000.00	2,877,655.00	3,361,655.00	310,134.00
2020	350,000.00	2.000%	101,500.00	451,500.00	2,931,305.00	3,382,805.00	310,134.00
2021	475,000.00	2.000%	94,500.00	569,500.00	2,726,181.00	3,295,681.00	310,134.00
2022	475,000.00	2.500%	85,000.00	560,000.00	2,699,357.00	3,259,357.00	310,134.00
2023	675,000.00	2.500%	73,125.00	748,125.00	2,234,984.00	2,983,109.00	310,134.00
2024	750,000.00	2.500%	56,250.00	806,250.00	2,147,741.00	2,953,991.00	310,134.00
2025	750,000.00	2.500%	37,500.00	787,500.00	1,759,744.00	2,547,244.00	310,134.00
2026	750,000.00	2.500%	18,750.00	768,750.00	1,341,641.00	2,110,391.00	310,134.00
2027					502,863.00	502,863.00	310,134.00
-	\$5,000,000.00	-	\$736,825.00	\$5,736,825.00	\$25,248,838.00	\$30,985,663.00	

Estimated True Interest Rate - 2.26% (Market Rates - Week of March 15, 2017) Interest rates declined 1/10% week of March 21.

Final Interest Rates - Bid Opening Morning of May 1, 2017

Prepare for Market Entry - Official Statement Prepared; Bond Rating Applied For.

Financing Team and Fee Quotes

Wisconsin Public Finance Professionals (Municipal Advisor)	\$16,750
Moody's Investors Service (Rating Agency)	\$14,000
Quarles & Brady (Bond Counsel)	\$10,000
Official Statement Printing & Distribution	\$ 750
Underwriter - To be determined at bid opening	

Borrowed Funds Wired to City (Closing) - May 15, 2017

Preliminary Pricing Information - Week of March 15, 2017

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		Dollar Price
10/01/2018	Serial Coupon	2.000%	1.100%	400,000.00	101.226%		404,904.00
10/01/2019	Serial Coupon	2.000%	1.300%	375,000.00	101.633%		381,123.75
10/01/2020	Serial Coupon	2.000%	1.500%	350,000.00	101.640%		355,740.00
10/01/2021	Serial Coupon	2.000%	1.700%	475,000.00	101.259%		480,980.25
10/01/2022	Serial Coupon	2.500%	1.900%	475,000.00	103.052%		489,497.00
10/01/2023	Serial Coupon	2.500%	2.100%	675,000.00	102.374%		691,024.50
10/01/2024	Serial Coupon	2.500%	2.200%	750,000.00	102.031%		765,232.50
10/01/2025	Serial Coupon	2.500%	2.300%	750,000.00	101.348%	c	760,110.00
10/01/2026	Serial Coupon	2.500%	2.400%	750,000.00	100.671%	c	755,032.50
Total	-	-	-	\$5,000,000.00	-	-	\$5,083,644.50

True Interest Cost (TIC)

2.2617759%

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution No. 223-16-17 approving the amended and restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

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

REPORT DATE: March 23, 2017

MEETING DATE: March 27, 2017

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 originally entered into contract with LCM Funds to build the South 8th Street Apartments on April 8, 2016. Due to unforeseen issues with the environmental conditions, the project was put on hold. To accommodate the current soil conditions on the site, the developer needed to re-design the entire foundation as they could not go as deep with the underground parking structure. This new design of the foundation has added significant costs and in order to keep the project proceeding forward, the developer and the City re-opened negotiations to save the project.

The largest change to the amended and restated contract is the increase in developer incentive from the original agreed upon amount of \$1,775,000 to \$2,175,000, an increase of \$400,000 to cover the additional costs as they relate to the foundation structure. The other changes included updating the schedule as to when construction will begin and be substantially complete.



The original plan has not changed for the project. As can be seen below, the high-quality design still exists. The developer modified the roof top deck that was originally proposed to comply with state codes and will be adding balconies on the east side. The developer will be re-submitting the plans to the Architectural Review Board and City Plan Commission in early April. The \$400,000 additional incentive will be borrowed from the State Trust Fund and be repaid with TID increment generated by the project.

STAFF COMMENTS:

This is a high quality development for a portion of South 8th Street that is significantly underutilized. Visitors and residents continually express concerns about traveling either in a vehicle or walking lack of connectivity with the downtown and the riverfront. This project will be a catalyst to drive redevelopment of other properties in this corridor. Also, the City has owned the property on the corner of S. 8th Street and Virginia Avenue for 20+ years with no interest in the site.

According to the 2014 Harbor Centre Downtown Master Plan, downtown Sheboygan can support up to 300 new apartments. Currently, with the two projects under construction, there are 136 units being planned. This project is an additional 91 units bringing the total number of units to 227.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution 223-16-17 approving the amended and restated Contract for Sale of Land for Private Development by and between City of Sheboygan and Eighth-New Jersey, LLC.

ATTACHMENTS:

- I. Resolution 223-16-17

III

5.2

Res. No. 223 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION approving the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance



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

**AMENDED AND RESTATED CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH - NEW JERSEY, LLC**

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement"), made this ____ day of March, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Eighth - New Jersey, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 330 East Kilbourn Avenue, Suite 800, Milwaukee, WI 53202;

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer in its sole discretion, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) (hereinafter called "the Project"), in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents; and

WHEREAS, the City and Developer initially executed the original contract on April 8, 2016 and would like to amend and restate the Agreement to adjust the various terms and effective critical path dates of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I.
SALE: PURCHASE PRICE**

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars (\$10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the Deed (as defined below) conveying the Property to the Developer (the "Sale").

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	April 2017
Issuance of Building Permits	May 2017
Start Construction	May 2017
Substantial Completion	July 2018

It is anticipated that the Property will be sold and conveyed as of May 15, 2017.

**ARTICLE II.
CONVEYANCE OF PROPERTY**

SEC. 201. Form of Deed. The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

- (a) Rights or claims of parties in possession not shown by the public records;
- (b) Easements or claims of easements, not shown by the public records;
- (c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

- (d) Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 204(d) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances. The items referenced in Subsections (a) through (d) above and this Subsection (e) are referred to herein collectively as "Permitted Liens".

Furthermore, both the City and Developer recognize and acknowledge that there may be easements, encumbrances or reservations disclosed in the title insurance commitment with respect to the Property which will be continued, or newly created or reserved in the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s) or encumbrance(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements or encumbrances, prior to the date of closing of the Sale.

SEC. 202. Time and Place for Delivery of Deed. The closing of the Sale and conveyance of the Deed referred to herein shall occur on May 1, 2017 (the "Closing Date"), or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the Purchase Price to the City at such time and place.

SEC. 203. Recording of Deed. The Developer shall promptly file the Deed for recording among the land records of Sheboygan County. The Developer shall pay all costs for so recording the Deed.

SEC. 204. Conditions Precedent to Developer's Obligations. The Developer's obligation to conclude the Sale contemplated herein shall be subject to the Developer's

satisfaction, or waiver thereof, of each of the following conditions on or prior to ten (10) days before the Closing Date:

- (a) **Property Acquisition.** Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.

- (b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.
 - (1) **City Contribution.** Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, at Closing, the City shall pay to Developer a sum not less than Two Million One Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,175,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on or before the Closing Date. In order for the Developer to receive these funds, the Developer shall provide financial documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors.

The parties agree that, upon the written request of the Developer, the amount set forth in the preceding paragraph shall be paid to an affiliate entity of Developer, provided, however, that Developer shall at all times remain liable for all obligations relating to the use of such funds.

- (2) **Evidence of Equity Capital and Bank Mortgage Financing.** As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has

the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

- (c) **Environmental.** The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude the Sale is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the Closing Date, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Sale.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of

asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Property, Developer may, at Developer's sole discretion,

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale, or
 - (2) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.
- (d) **Title.** The City delivering to Developer, within thirty (30) days after execution of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by the City).

Within twenty (20) days after Developer's receipt of the Title Commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Title Commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Commitment shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is

attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be paid or satisfied by the City or insured over by the Title Company on or prior to the Closing Date.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or disapproved matter, Developer may, within ten (10) days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure:

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
 - (2) take title to the Property "as-is".
- (e) **Survey.** Developer's receipt, of a current survey of the Property (the "Survey") from the City made by a surveyor licensed in the State of Wisconsin.

Within thirty-five (35) days after execution of this Agreement and Developer's review of the Survey, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Survey; in the absence of such notification, the Survey shall be deemed accepted by Developer. In the event Developer disapproves of any matter pertaining to the Survey, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to the Survey shall be extended for a commensurate period.

If such Survey continues to show the existence of any condition that would burden, interfere with or impair

Developer's contemplated development of the Property, as determined by Developer, within Developer's sole discretion, Developer may

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
- (2) accept the Property "as-is" despite the existence of such condition on the Survey.

- (f) **Governmental Permits, Licenses and Approvals.** Developer obtaining prior to Closing Date, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to use its best efforts and cooperate with Developer in the application for any such permits, licenses and approvals.
- (g) **Utility Connections.** Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.
- (h) **Soil and Topographic Conditions.** The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this Sale is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the Closing Date, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this Sale is further contingent upon Developer obtaining, at

Developer's sole expense, on or prior to the Closing Date:

- (1) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and
- (2) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

If the above written confirmation or soil reports show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer in its sole discretion within sixty (60) days after receipt and review of the information relating to the soil and topographic conditions of the Property, Developer may

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
- (2) accept the Property "as-is" despite the existence of such condition.

**ARTICLE III.
TIME FOR COMMENCEMENT AND COMPLETION OF
IMPROVEMENTS**

The construction of the Project shall be commenced in any event within three (3) months after the Closing Date of the Sale and, except as otherwise provided in this Agreement, shall be substantially completed within fifteen (15) months after commencement of construction.

**ARTICLE IV.
SPECIAL PROVISIONS**

SEC. 401. Minimum Investment. Developer shall utilize the Property by clearing the site and constructing the Project

and all related improvements, at a minimum investment of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) dollars ("Minimum Investment").

Minimum Investment includes all costs for construction of all buildings and other improvements on the Property and leasehold improvements, including, without limitation, all hard costs and expenditures as defined in Exhibit B (Developer's Construction Pro-forma) made or incurred by Developer, its successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Property, or a time period commensurate with the period of delay, as the case may be.

SEC 402. Guaranteed Property Tax Payment.

- (a) **Guarantee.** The Developer shall guarantee payment of an amount of real estate tax based on the assessed value of the Project as set forth in this section. The parties agree that the assessed value of the Project and related tax liability will be zero, through December 31, 2018. The initial assessed value of the Project shall be set as of January 1, 2019 and will be based on a minimum value of Eleven Million One Hundred Thousand Dollars (\$11,100,000). The assessed value of the Project shall be frozen until such time as (i) the amount of money contributed by the City pursuant to Section 204(b)(1) (the "City Contribution") plus (ii) the interest on such City Contribution as calculated in Section 402(b) below, has been repaid through the real estate tax payments made in connection with the Project, except that the assessed value of the Project shall be set based on a minimum valued of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) as of January 1, 2024.

In addition, the Developer's guarantee obligations hereunder shall terminate on the date that the total of all real estate tax payments made after the date hereof in connection with the Project total the amount equal to (i) the City Contribution plus (ii) accrued interest on such City Contribution.

- (b) **Interest Rate Calculation.** The interest calculation on the not less than Two Million One Hundred Seventy-Five Thousand Dollars (\$2,175,000) Tax Increment District No. 16 up-front developer incentive will be calculated at 1.5% above the City's General Obligation bond interest rate at the time of the City's borrowing for this Project.

**ARTICLE V.
PREPARATION OF PROPERTY FOR DEVELOPMENT**

SEC. 501. City Responsibilities. The City shall, without expense to the Developer cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement.

SEC. 502. Developer's Responsibilities. The Developer shall, without expense to the City:

- (a) **Assist City.** Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.
- (b) **Conduct Studies.** Prior to the Closing Date of the Sale of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

**ARTICLE VI.
RIGHTS OF ACCESS TO PROPERTY**

SEC. 601. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

SEC. 602. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

SEC. 603. Access to Property. Prior to the Sale of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry

out this Agreement. After the Sale of the Property by the City to the Developer, upon advance written request, the Developer shall permit the representatives of the City access to the Property at all reasonable times which the City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

**ARTICLE VII.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;
CERTIFICATE OF COMPLETION**

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material

conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

SEC. 702. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

SEC. 703. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 204(b)(2) hereof, are

conditions precedent to the obligations of the Developer to purchase the Property and the City to convey the Property to the Developer pursuant to the Sale.

SEC. 704. Progress Reports. Subsequent to the Sale of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make monthly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

**ARTICLE VIII.
RESTRICTIONS UPON USE OF PROPERTY**

SEC. 801. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project; and
- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any

party in possession or occupancy of the Property or any part thereof.

SEC. 803. City Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 801. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

**ARTICLE IX.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

SEC. 901. Representations as to Development. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

- (a) the importance of the development of the Property to the general welfare of the community; and
- (b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and

rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Improvements as certified by the City in the form of a final Occupancy Certificate for the Project ("Occupancy Certificate"), and without the prior written approval of the City:

- (a) there shall be no transfer of ownership interests in the Developer by any party owning ten percent (10%) or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);
- (b) nor shall any such owner suffer any such transfer to be made; and
- (c) nor shall there be or be suffered to be by the Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means.

With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself and its successors and assigns, that:

- (a) Except only by way of security for, and only for,

- (1) The purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement; and
 - (2) Any other purpose or as otherwise authorized by this Agreement, the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:
- (1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to

such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

- (3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with

third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

For purposes of clarity, notwithstanding anything contained in this Agreement to the contrary, upon the issuance of a certificate of completion for the Project, the Developer may transfer, assign, sell, or convey the Property or any portion thereof to any person without the consent of the City. It being understood that all restrictions on transfer in Section 902 and 903 above shall terminate upon completion of the Project

SEC. 904. Information as to Members. In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

- (a) the Developer will promptly notify the City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and
- (b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in the Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished to the City immediately prior to the delivery of the Deed to the Developer and as a

condition precedent thereto and annually thereafter on the anniversary of the Closing Date.

**ARTICLE X.
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

SEC. 1001. Limitation Upon Encumbrance of Property.

Prior to the completion of the Project, as certified by the City in the form of an Occupancy Certificate, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining:

- (a) funds only to the extent necessary for construction of the Project; and,
- (b) such additional funds, if any, unless requested by Developer and approved by the City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

SEC. 1002. Mortgagee Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

- (a) any other party who thereafter obtains title to the Property or such part from or through such holder; or
- (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;

shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, which has not been cured by Developer within seventy-five(75) days (of receiving notice of such breach or default from the City as set forth in Section 1101 below, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to the continued default or breach by the Developer (or successor in interest) under this Agreement after the cure period set forth in Section 1101 below has expired, the holder of any mortgage on the Property either has, but does not exercise, the option to construct or complete the Project relating to the Property, and

such failure continues for a period of sixty (60) days after the holder has been notified or informed that Developer did not successfully perform the cure of the default or breach within the time allowed under this Agreement or as agreed otherwise by the parties; or undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do; the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (a) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) all expenses with respect to the foreclosure;
- (c) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;
- (d) the costs of any improvements made by such holder; and,
- (e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 1006. City's Option to Cure Mortgage Default. In the event of Developer failing to cure a default or breach within the applicable cure period as set forth in Section 1101 below prior to the completion of the Improvements by the

Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement, including but not limited to, the lien of the Developer's mortgage holder.

SEC. 1007. Mortgage and Holder. For the purposes of this Agreement the term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

ARTICLE XI. REMEDIES

SEC. 1101. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. Termination by Developer Prior to Conveyance. In the event that:

- (a) the City does not tender conveyance of the Property, or possession thereof, by Deed as part of the Sale in the manner and condition provided in this Agreement; or
- (b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or,
- (c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

SEC. 1103. Termination by City Prior to Conveyance. In the event that:

- (a) prior to conveyance of the Property by Deed as part of the Sale to the Developer and except as otherwise permitted under this Agreement,
 - (1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
 - (2) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or
- (b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the

necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or

- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property pursuant to the Sale as of the Closing Date and prior to completion of the Project as certified by the City in the form of the Occupancy Certificate:

- (a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof as set forth in this Agreement) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or
- (b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement or approved by the City, or shall suffer any levy or

attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within

- (1) ninety (90) days after written demand by the City so to do; or,
 - (2) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or,
 - (3) if the Developer is protesting such payment of taxes and/or assessment on the Property in Year 2019 and has posted adequate reserves with the title company;
- (c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any re-vesting of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the

lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages, and further provided that such condition subsequent and all reversionary interests shall terminate upon the completion of the Project. Upon the completion of the Project, the City shall, at Developer's request, provide a written instrument acknowledging the termination of such reversionary interest.

SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests recorded against the Property) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

- (b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the reversioning of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project,

or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1009. Indemnification.

(a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified

Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

**ARTICLE XII.
MISCELLANEOUS**

SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

SEC. 1202. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without

regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

SEC. 1203. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the City to the Developer or any successor in interest, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1204. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1205. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

SEC. 1206. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 330 E. Kilbourn Avenue, Suite 800, Milwaukee, WI 53202, Attn: Scott J. Revolinski; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

SEC. 1207. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEC. 1208. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

**CITY OF SHEBOYGAN,
WISCONSIN**

EIGHTH - NEW JERSEY, LLC

BY: _____
Michael J. Vandersteen,
Mayor

BY: _____
Scott Revolinski, Manager

ATTEST:

Susan Richards
City Clerk

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

EXHIBIT "A"
Description of Property

Lot 1 of a Certified Survey Map recorded on April 24, 2014, in Volume 26 of Certified Survey Maps, at Page 131, as Document No. 1985250, being all of Lots 1, 2, 10, 11, 12 and part of the vacated East/West Alley in Block 204, Sheboygan Original Plat, according to the Plat thereof, located in the Southwest $\frac{1}{4}$ of Section 23, Township 15 North, Range 23 East. Said land being in the City of Sheboygan, Sheboygan County, Wisconsin.

Property Address: 812 New Jersey Ave., Sheboygan, WI 53081

EXHIBIT "B"
Hard Costs for Project

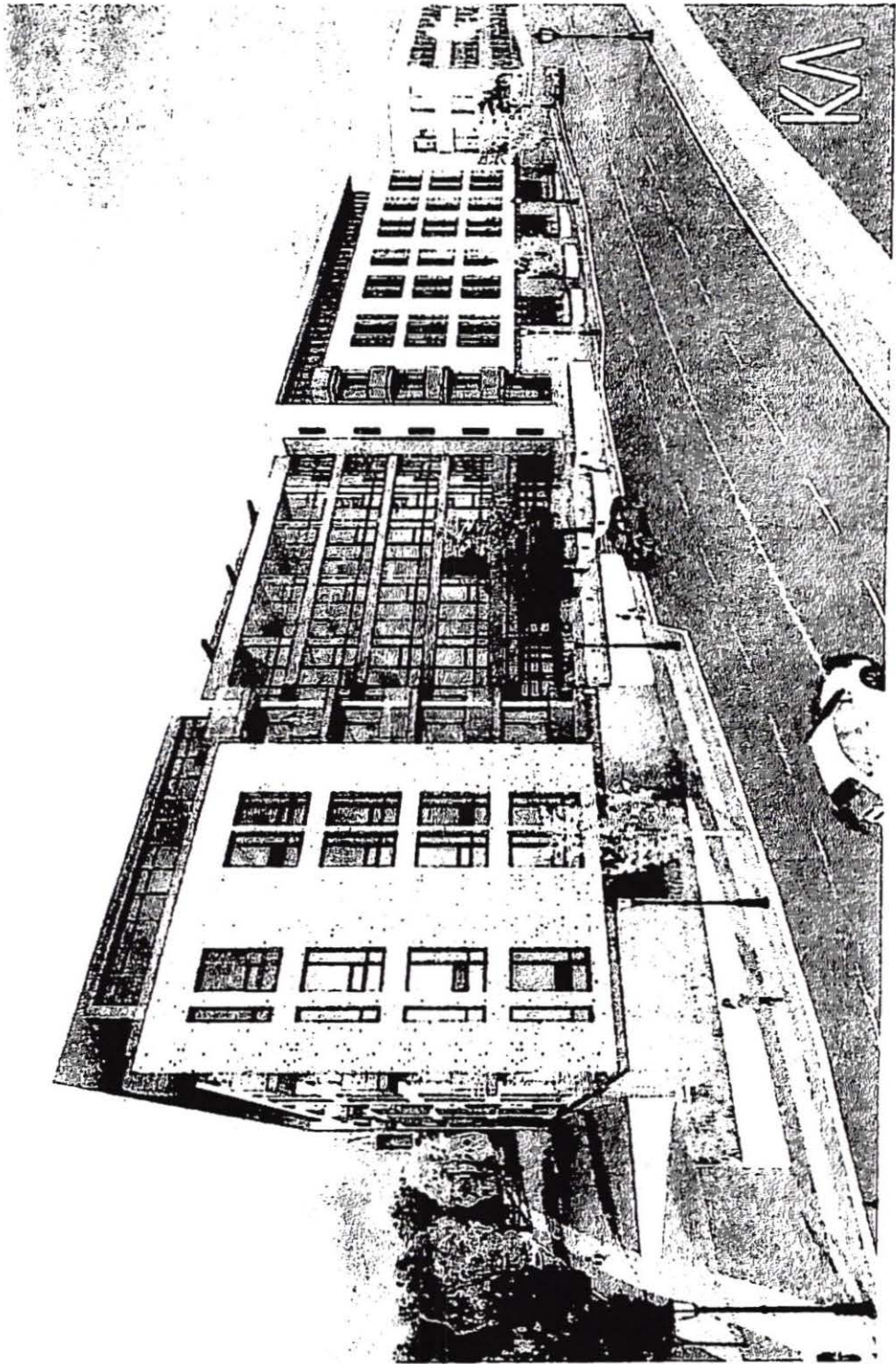


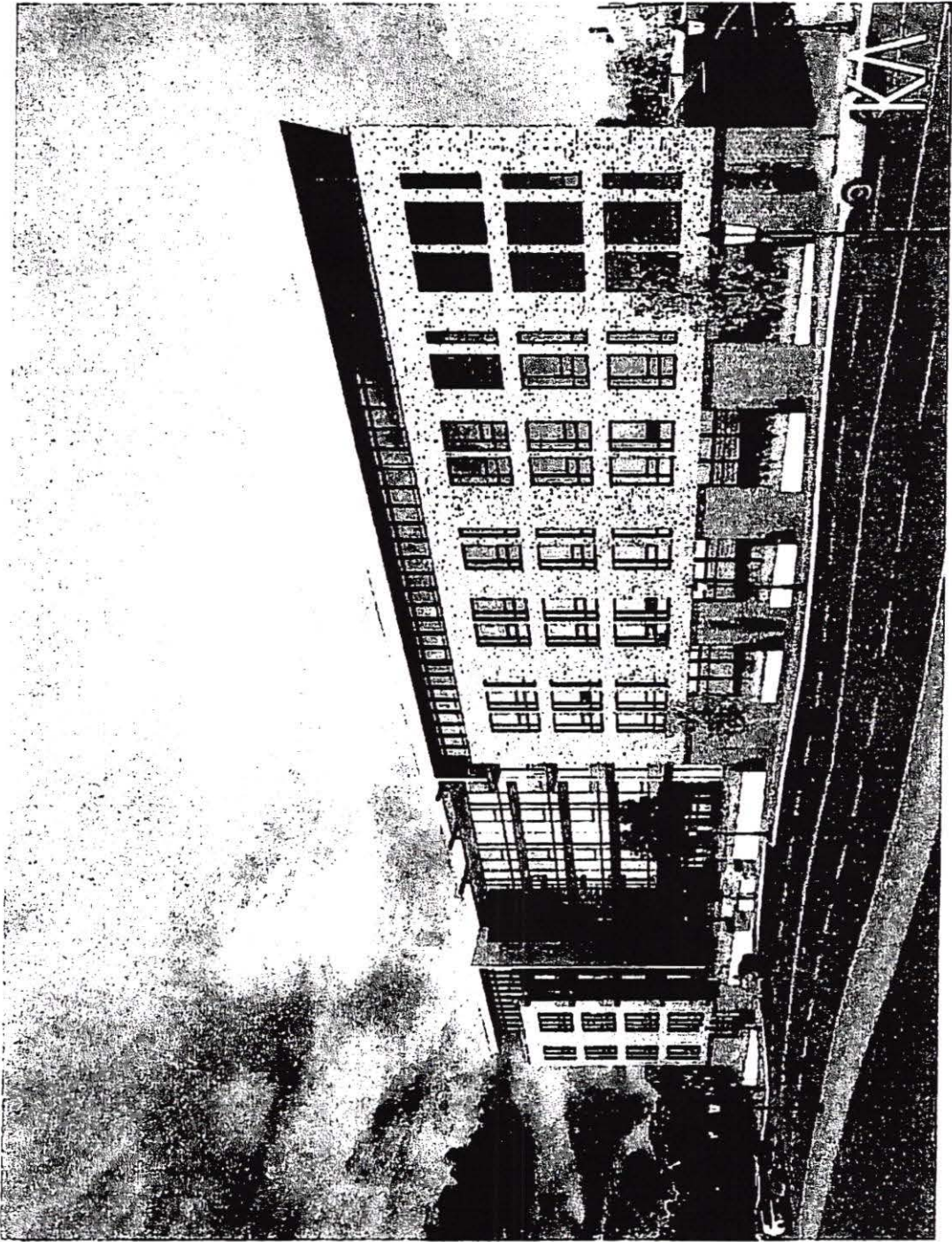
Project Economics and Plans

Eighth - New Jersey, LLC

Development and Construction Costs

<u>Cost Item</u>	<u>Pro-Forma</u>
Land and Building	\$ 10
Sitework, Structure, Shell, Professional, Finishes	13,358,562
Appliances / FFE	310,500
Other Building Costs - Soils	518,750
Architecture, Structural and Civil Engineering	
Environmental Engineering, Professional, Survey	780,800
Title, Permits, Legal & Accounting, Admin.	66,000
Utilities	30,000
General Liability Insurance	12,000
Appraisal	6,000
Financing Fees	53,000
Construction Interest and Interest During Stabilization	368,000
Other Closing Costs and Contingency	<u>470,000</u>
Total Project Costs	\$ <u>15,973,622</u>





CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 224-16-17 authorizing a transfer of appropriations in the 2017 Budget.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: March 23, 2017

MEETING DATE: March 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The Common Council approved Resolution 191-16-17 authorizing the Purchasing Agent to enter into contract for the provision and performance of a parking study for downtown Sheboygan. Resolution 224-16-17 establishes the funding for the study.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The funding will be advanced from the General Fund and be repaid with interest.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution 224-16-17 authorizing a transfer of appropriations in the 2017 Budget.

ATTACHMENTS:

- I. Resolution 191-16-17
- II. Resolution 224-16-17

Res. No. 191 - 16 - 17. By Alderperson Wolf. February 6, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the provision and performance of a parking study for downtown Sheboygan.

WHEREAS: The Sheboygan Parking & Transit Commission, Department of City Development and the Business Improvement District known as Sheboygan Squared are in agreement that a comprehensive study of parking, with a focus on the downtown business district is necessary in order to assure responsiveness to downtown business owners as well as to facilitate long term planning for the downtown and;

WHEREAS: The Purchasing Agent issued a Request for Proposals for professional consulting from several firms engaged in the provision of such services on a regular basis. The City of Sheboygan received two responses and following a review of the proposals by a cross-functional team, is prepared to recommend the proposal submitted by Carl Walker, Inc. of Lombard IL for award, and;

WHEREAS: The Downtown Business Improvement District has expressed an interest in the study and has pledged financial support in the amount of \$ 3,600.00 to offset the cost of the study to the City.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Carl Walker Inc. of Lombard IL for the parking study in the amount of \$ 42,000.00 less the \$3,600.00 pledge by Sheboygan Squared, for a net City of Sheboygan investment of \$ 38,400.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$42,000.00 on Account # 42661100-521900 in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.3

Res. No. 224 - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for an advance to TID 16 for a parking study.

Establish appropriation for an advance of funds to TIF 16 for a parking study. The funds will be repaid with interest.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 101-253000	TID 16 Capital Project Fund Contracted Services 42661100-521900	\$30,000

Finance



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 COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution No. 233-16-17 authorizing accepting a grant from the Tony Hawk Foundation in the amount of \$5,000 to be used towards the skate park project.

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

REPORT DATE: March 23, 2017

MEETING DATE: March 27, 2017

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 Planning and Development staff prepared a grant application to the Tony Hawk Foundation for up to \$25,000 in grant funds to be used towards the skate park project to match the federal funds allocated to the project.

STAFF COMMENTS:

The City of Sheboygan was allocated \$5,000 in grant funds to be used towards public relations and marketing to raise the remaining funding needed to complete the full build-out of the skate park. Should the Common Council accept these funds, the Department of Planning and Development and the Parks Department will coordinate with the local skaters group to develop a marketing campaign to raise the remaining \$75,000 needed for the park project.

ACTION REQUESTED:

Motion to recommend to the Common Council to accept Resolution 233-16-17, a grant from the Tony Hawk Foundation, Vista, CA in the amount of \$5,000 to be used towards the skate park project.

ATTACHMENTS:

- I. Resolution 233-16-17

III

Other Matters

8.2

Res. No. 233-16-17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION authorizing accepting a grant from the Tony Hawk Foundation in the amount of \$5,000 to be used towards the skate park project.

WHEREAS, City Development Staff applied for this grant in January 2017 and were notified that we are being awarded \$5,000 to be used towards our remaining fundraising efforts.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to sign all documents necessary to executing a grant agreement with the Tony Hawk Foundation.

Finance



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

13 March 2017

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081
Attn: Chad Pelishek

Dear Chad,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$5,000 to assist in the **construction** of your public, non-profit skatepark in Sheboygan. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
 - a. The construction and operation of the skatepark, and
 - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **three (3) years** of the date of this agreement, or if in the Foundation's sole judgment:
 - a. Grant funds or income arising from the grant have been used for purposes other than the construction of the skatepark, as described above; or
 - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (via THF's online questionnaire) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree **NOT** to expend Tony Hawk Foundation grant funds:
 - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or
 - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does **not** include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)

6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of City of Sheboygan, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than 90 days from the date of this agreement.

After we've received the signed original of this letter, we'll send you the check. **Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.**

Sincerely,



Miki Vuckovich
Executive Director
Tony Hawk Foundation

Agreed to and accepted on behalf of City of Sheboygan this ____ day of _____, 2017

By: _____ (signature)

Name:

Title:

The check to be made payable to:

Address and name of the person to whom the check should be mailed: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 234-16-17 authorizing a transfer of appropriations in the 2017 Budget.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: March 23, 2017

MEETING DATE: March 27, 2017

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:

An employee in the City Clerk's Office will retire as of July 28, 2017. The position is the full-time Council/Licensing Clerk. The licensing renewal cycle begins early April and continues through mid-July. The request is to hire the replacement as of May 1, 2017, to allow the new Licensing Clerk to go through the entire cycle with the current Licensing Clerk. Due to the timing of the licensing cycle and the current Licensing Clerk's retirement, this is the perfect opportunity to get the maximum training/experience in working with over 200 businesses, several hundred bartender licenses and other various license holders.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The funding is from the Reserve for Contingency account. The original budget in Reserve for Contingency was \$143,316. With this request, the revised available amount will be \$119,516.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution 234-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget.

ATTACHMENTS:

- I. Resolution 234-16-17

III

Other Matters

8.3

Res. No. 234 - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for salaries and benefits in the City Clerk department.

Establish appropriation from contingency for salaries and benefits for replacement of the Council/Licensing Clerk in the City Clerk department.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contingency 10199020-810103	General Fund City Clerk Salaries and Benefits 10113100-51XXXX	\$23,800

Finance



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 COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer from the Finance Director submitting a request to the Common Council to authorize the Finance Director to establish a credit card policy procedure and authorize implementation of the policy.

REPORT PREPARED BY: Nancy Wasmer, Comptroller and Nancy Buss, Finance Director

REPORT DATE: March 23, 2017

MEETING DATE: March 27, 2017

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's financial institution, Wisconsin Bank and Trust instituted charges for banking services in 2017. The Common Council approved Res. 194-16-17 to enter into contract with Wisconsin Bank and Trust for a Corporate Card Program. The corporate card program will offset the banking service charges. Since credit card utilization will become more widespread, it is necessary to implement a credit card policy for all city users.

STAFF COMMENTS:

It is pertinent for City credit cardholders to know the credit card rules and policies. A policy will clarify the procedures for the credit cardholders to ensure a controlled process.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file Report of Officer xxx-16-17 authorizing the Finance Director to establish a credit card policy procedure to be implemented for all city users. .

ATTACHMENTS:

- I. R.O. xxx-16-17
- II. Res. No. 194-16-17
- III. Credit Card Policy

R. O. No. _____ - 16 – 17.

By Finance Director.
March 27, 2017

Submitting a request to authorize the Finance Director to establish a credit card policy procedure and authorize implementation of the policy.

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a
document from the Common Council
proceedings of the City of Sheboygan.

Susan Richards
City Clerk

Res. No. 194 - 16 - 17. By Alderperson Wolf. February 20, 2017.

A RESOLUTION authorizing the Finance Director to enter into contract with Wisconsin Bank and Trust for a Corporate Card Program.

WHEREAS: Wisconsin Bank and Trust has provided banking services to the City of Sheboygan since 2013, and;

WHEREAS: the City has worked with Wisconsin Bank & Trust on a one-month anticipated spend, to maximize control, reduce expenses, and streamline administrative processes.

WHEREAS: Wisconsin Bank and Trust anticipates a \$600,000 credit limit based on a one month anticipated spend.

RESOLVED: That the Finance Director is hereby authorized to enter into contract with Wisconsin Bank and Trust for a Corporate Card Program with a credit limit of \$600,000.

[Signature]

*Reg.
Wolf / Director
11.20.16*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the
Common Council of the City of Sheboygan, Wisconsin, on the 20th
day of February, 2017.

Dated Feb 22 2017. Susan Richards, City Clerk

Approved Feb 22 2017. Michael Kauter, Mayor

Proceedings Published February 25, 2017.
Resolutions Published February 25, 2017.
Certified February 23, 2017 to - Fin. Dir./Treas.; CA

CITY OF SHEBOYGAN

CREDIT CARD USE POLICY

Cardholder Responsibilities:

1. Ensure that the credit card is used in compliance with the City's Purchasing Policies.
2. Only authorized employees of the City of Sheboygan may use the municipal credit card.
3. A municipal credit card may be used for the purchase of goods or services for only official business of the City of Sheboygan.
4. The employee using the credit card must submit receipts, documentation detailing the goods or services purchased, cost, date of the purchase, expense account number to be charged and the official business explanation.
5. The employee using the card is responsible for its protection and custody and shall immediately notify the Finance Department if the card is lost or stolen.
6. Municipal credit card users must notify vendors and merchants that the credit card transaction should be tax exempt from Wisconsin Sales and Use Tax if it is used for purchase of goods or services in the State of Wisconsin.
7. The credit card may not be used for cash advances, personal use or any other type of purchase not permitted under the City of Sheboygan's Purchasing Policy.
8. Credit card limits will be established as appropriate and will be at the discretion of the Finance Director.
9. Purchases that require shipments will be shipped to the Cardholder's business address. In no instance shall any shipment resulting from a credit card purchase be shipped to the Cardholder's home address.
10. Employees must surrender any credit cards in their possession upon termination of employment.

Credit Card Statements

A monthly credit card statement will be emailed from the Finance Department to the Cardholder. The Cardholder agrees:

1. For all purchases, to obtain and retain sufficient supporting documentation (itemized receipts) to validate all expenditures made using the card. A credit card authorization receipt that does not include an itemized detail of purchases does not constitute supporting documentation. In the event sufficient documentation (including non-itemized, missing or lost receipts) is not provided, the Cardholder's privileges may be suspended.
2. To review the credit card statement and report any inaccuracies to the Finance Department.
3. To verify that the goods and/or services listed on the credit card statement were in fact received.
4. For each credit card statement:
 - a. Attach itemized receipts supporting each expenditure to the credit card statement.
 - b. Note the departmental expense account number to be charged.
 - c. Obtain approval by the Department Head.
5. Forward the statement and supporting documentation to the Finance Department at least 7 days in advance of the credit card payment due date. In the event more than two late submittals are received after the due date within a six month period, the Cardholder's privileges will be suspended.

Internal Control Procedures:

The Finance Director is the administrator of this policy and shall be responsible for the issuance and retrieval of assigned municipal credit cards to personnel and overseeing compliance with this policy.

The Finance Director shall be responsible for:

1. Accounting and payment of expenses. All documentation must accompany invoices before payment is made.
2. Ensuring accuracy of the statement and that activity and account information is assigned for each line of entry on the credit card statement.

3. Credit card statements shall be paid by the due date to avoid interest penalties.

4. Safekeeping of statements and receipts shall be in compliance with the City of Sheboygan's record retention policy.

Misuse of municipal credit card may be subject to penalties allowed by law and/or disciplinary actions under the City of Sheboygan's personnel policies.