ATTACHMENTS

III

6.4

Res. No. 177 - 14 - 15. By Alderperson Hammond. March 16, 2015.

A RESOLUTION authorizing City departments to participate in the CVMIC Risk Reduction Grant Program and designating the City's Program Coordinator.

WHEREAS, the City of Sheboygan is a large city member of Cities and Villages Mutual Insurance Company ("CVMIC"), which provides liability insurance to 46 cities and villages in Wisconsin through a risk-sharing pool; and

WHEREAS, CVMIC has established a Risk Reduction Grant Program designed to offer member municipalities a method for obtaining equipment, services and training materials to assist with the reduction of injuries and loss potential; and

WHEREAS, approved items will be reimbursed at 50% of the cost up to the City's allotted dollars available; and

WHEREAS, under CVMIC's Risk Reduction Grant Program, Sheboygan's potential allotment is $10,000 per calendar year; and

WHEREAS, member municipalities are required to designate a Program Coordinator to manage all requests for funding by the City under the Program to best serve the needs of the City; and

Finance

WHEREAS, the City is desirous of participating in this Risk Reduction Grant Program.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan agrees to participate in CVMIC's Risk Reduction Grant Program, encourages departments to submit grant requests to the Program Coordinator, and hereby designates Fire Chief Mike Romas as Program Coordinator to manage all Program grant requests with CVMIC from City departments for reimbursement at 50% of the costs up to the City's annual allotment, for obtaining equipment, services and training materials to assist them with the reduction of injuries and loss potential.

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

RES NO. _____14-15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of: Establish appropriation for electrical equipment on Eighth Street and advertising for the downtown trolley bus.

FROM	**TO**	**AMOUNT**
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Park Department Electrical Equipment 26053000-524120	$12,000
	Tourism Advertising & Marketing 26054100-521400	$7,500

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

_____

_____

_____

_____

_____

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

VI

5.4

R. C. No. 351 - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

- R. O. No. 171-13-14 by the City Clerk submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of S. 15th St. and Illinois Ave.

- R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup

- R. O. No. 255-13-14 by the City Clerk submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014

- R. O. No 257-13-14 by the City Clerk submitting a communication from Atty. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date

- R. O. No. 269-13-14 by the City Clerk submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk plow hit their building

- R. O. No. 301-13-14 by the City Clerk submitting a Notice of Claim and Claim from Atty. TeWinkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City bus

- R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City bus (reference R. O. No. 257-13-14)

Insurance Device

- R. O. No. 307-13-14 by the City Clerk submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve a claim for alleged damages to AT&T facilities at the N. 10th St. location

- R. O. No. 331-13-14 by the City Clerk submitting a claim from AT&T for alleged damages to an AT&T pole in the 1000 block of N. 10th St.

- R. O. No. 332-13-14 by the City Clerk submitting a claim from Nicole Reynolds for alleged damages to her vehicle when City front-end loaders were removing snow and scratched from the front driver's side panel to the passenger door

recommends that the documents be referred to the Finance Committee of the new Common Council.

Finance new C.C

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.1

R. O. No. 171 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of South 15th Street and Illinois Ave.

Finance

JEW

Susan Richards
City Clerk

9-13

NOTICE OF CIRCUMSTANCES OF CLAIM

TO: CITY OF SHEBOYGAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Kathleen Nickel, who resides at 808 South 16th Street, Sheboygan, Wisconsin, 53081, by her attorneys, HABUSH HABUSH & ROTTIER S.C.®, pursuant to Section 893.80(1)(a), Wisconsin Statutes, does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained by Kathleen Nickel on June 8, 2013, as the result of falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th and Illinois Streets, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the City of Sheboygan, through its employees, agents and representatives, who inspected this area of Sheboygan prior to June 8, 2013, and issued numerous citations to residents of this neighborhood but failed to mark the sidewalk with bright paint to indicate dangerous conditions and the need for repairs.

Dated at Sheboygan, Wisconsin, this 20th day of August, 2013.

Witness:

Michelle Dantje

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Claimant

By: Christine D. Esser

Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

HABUSH HABUSH & ROTTIER S.C.®
1011 South 8th Street
Sheboygan, WI 53081

SHEBOYGAN COUNTY, WISCONSIN

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

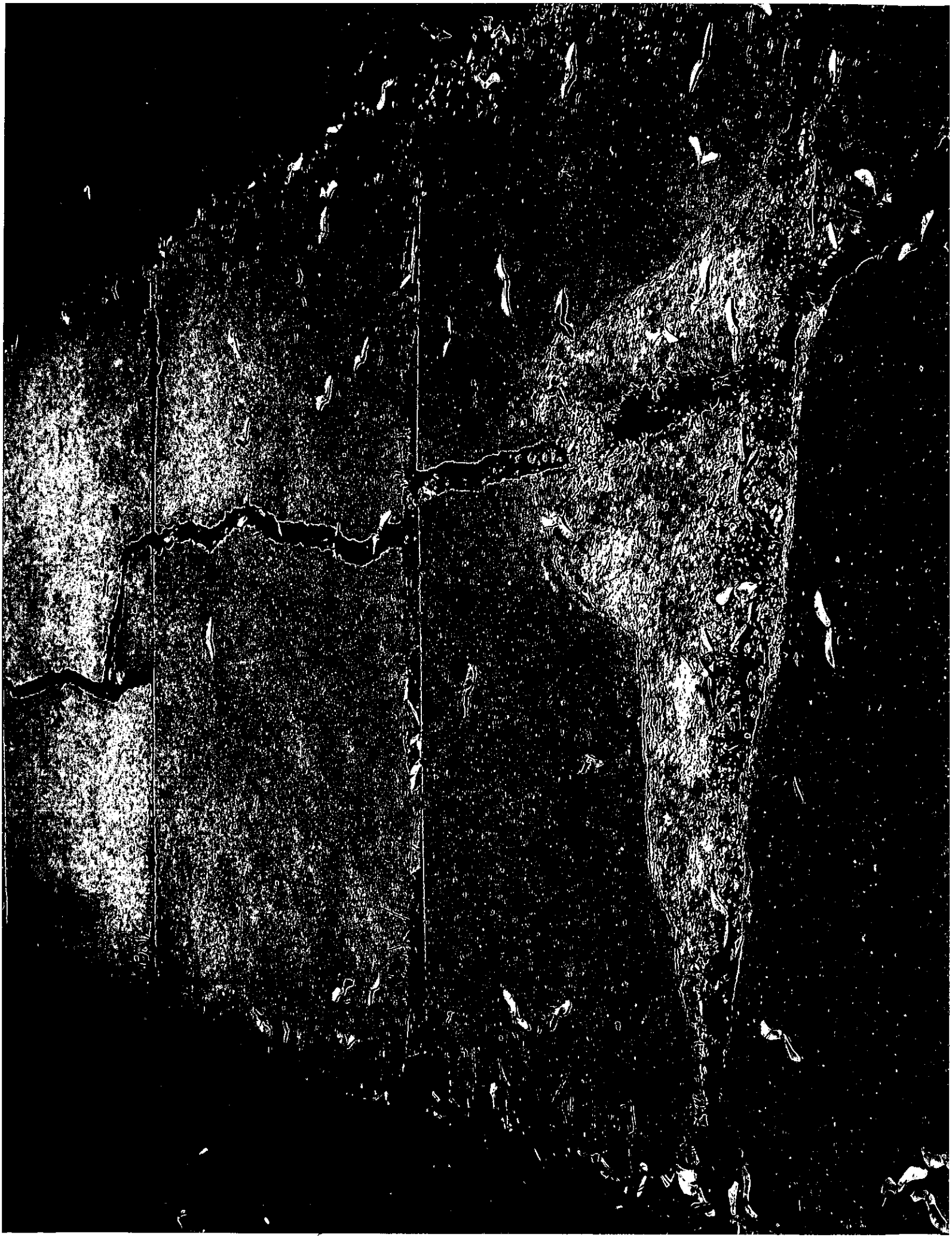
CHRISTINE D. ESSER, being first duly sworn on oath deposes and says: She is one of the attorneys for the claimant in the attached Notice of Circumstances of Claim; she has read the Notice of Circumstances of Claim, knows the contents thereof and the same is true to her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of his knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser

Subscribed and sworn to before me
this 20 day of August, 2013.

Michelle L. Dontje
Notary Public, State of Wisconsin
My Commission expires: 11/8/15

Michelle L. Dontje Notary Public State of Wisconsin


0.01

II

3.4

R. O. No. 254 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup.

Susan Richards
City Clerk

Finance
&
refer to Bd of Water
3/3/14

new.

DATE RECEIVED 1-29-14 RECEIVED BY KS Schneider

CLAIM NO. 18-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Michael Free, NHA, Meadow View Manor
2. Home address of Claimant: 3613 S. 13th St. Sheboygan WI 53081
3. Home phone number: 920. 458. 4040
4. Business address and phone number of Claimant: 3613 S. 13th St. Sheboygan, WI 53081 920-458-4040
5. When did damage or injury occur? (date, time of day) 01.11.2014 5:30 AM
6. Where did damage or injury occur? (give full description) Sewage back up, flooded 5,021 sq. ft. of basement. Located in basement is medical records, offices, laundry, bathrooms.
7. How did damage or injury occur? (give full description) From what the Fire Department had stated, it was due to a "pipe break" that the city was working to fix. This was not isolated to just Meadow View Manor
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

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

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

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

No injuries. All 5,021 sq ft. of basement needed to be professional cleaned and sanitized for resident safety.

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

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

Auto:	$ N/A
Property:	$ 21,827.83
Personal injury:	$ N/A
Other: (Specify below	$ N/A
TOTAL	$ 21,827.83

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

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

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

Please see attached photos of damage. Only one quote could be obtained as it was an unexpected event on a Saturday that required immediate attention by the first availabe cleaning company.

SIGNATURE OF CLAIMANT [signature] NHA, CSW DATE 01-27-2014

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

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

JAN 23 '14 PM 2:40

CLAIM

Claimant's Name:	Michael Free, Meadow View Manor	Auto	$ N/A
Claimant's Address:	3613 S. 13th St.	Property	$ 21,827.83
	Sheboygan WI 53081	Personal Injury	$ N/A
Claimant's Phone No.	920-458-4040	Other (Specify below)	$ N/A
		TOTAL	$ 21,827.83

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $21,827.83.

SIGNED [signature] NHA, CSW DATE: 01-27-2014

ADDRESS: 3613 S. 13th Street
Sheboygan WI 53081

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

ServiceMASTER Restore®

ServiceMaster
Recovery Services
2215 S. 162nd St New Berlin WI 53151
P: (262) 782-3335 / F: (262) 782-4230
(800) 559-9070 www.smrecover.com
Tax ID:39-1355743

COMMERCIAL CLEANING SERVICE INVOICE

BILL TO	SITE ADDRESS
Meadowview Manor 3613 S 13th Street Sheboygan, WI 53083	Meadowview Manor - Wes Souder 3613 S 13th Street Sheboygan, WI 53083

HOME	WORK	CELL	FAX	Concerning Email
	(920) 458-4040	(414) 980-1432		[Concerning Email]

TRUCK	START	FINISH	CREW	REP	JOB	INVOICE	PO Number	DATE	Units Allowed/Taken
	1/11/14		Northshore	mfc	18978	625717	cod	1/18/2014	

SERVICE	ROOM OR ITEM	AREA	CNH	801	SERVICE	PRICE
801 Carpet Cleaning						
802 Furniture Cleaning						
804 Odor Control						
811 Soil Proofing						
813 Carpet Sanitizing						
826 Wall & Ceiling Cleaning						
836 Floor Maintenance	Sub/Pressure washing of Basement level- Northshore environmental					$20,788.41
875 House Wide Cleaning						
825 Other Services (includes Biohazard Clean-up)						
891 Home Care Kits						

Accounting:					
CASH:	CHECK NUMBER:	VISA/MC:	EXP:	SUBTOTAL	$20,788.41
				LESS DISCOUNT(S)	-
Credit card on file may be charged if check is returned NSF.				NEW SUBTOTAL	$20,788.41
**********				TAX	$1,039.42
A Service Charge Of 1.5% Interest Per Month (18 Annual Rate)				FUEL SURCHARGE	-
Will Be Assessed On Balance Due Over 30 Days				TOTAL DUE	$21,827.83

Directions:	Special Notes / Conversations:

Customer Signature _____ Date _____

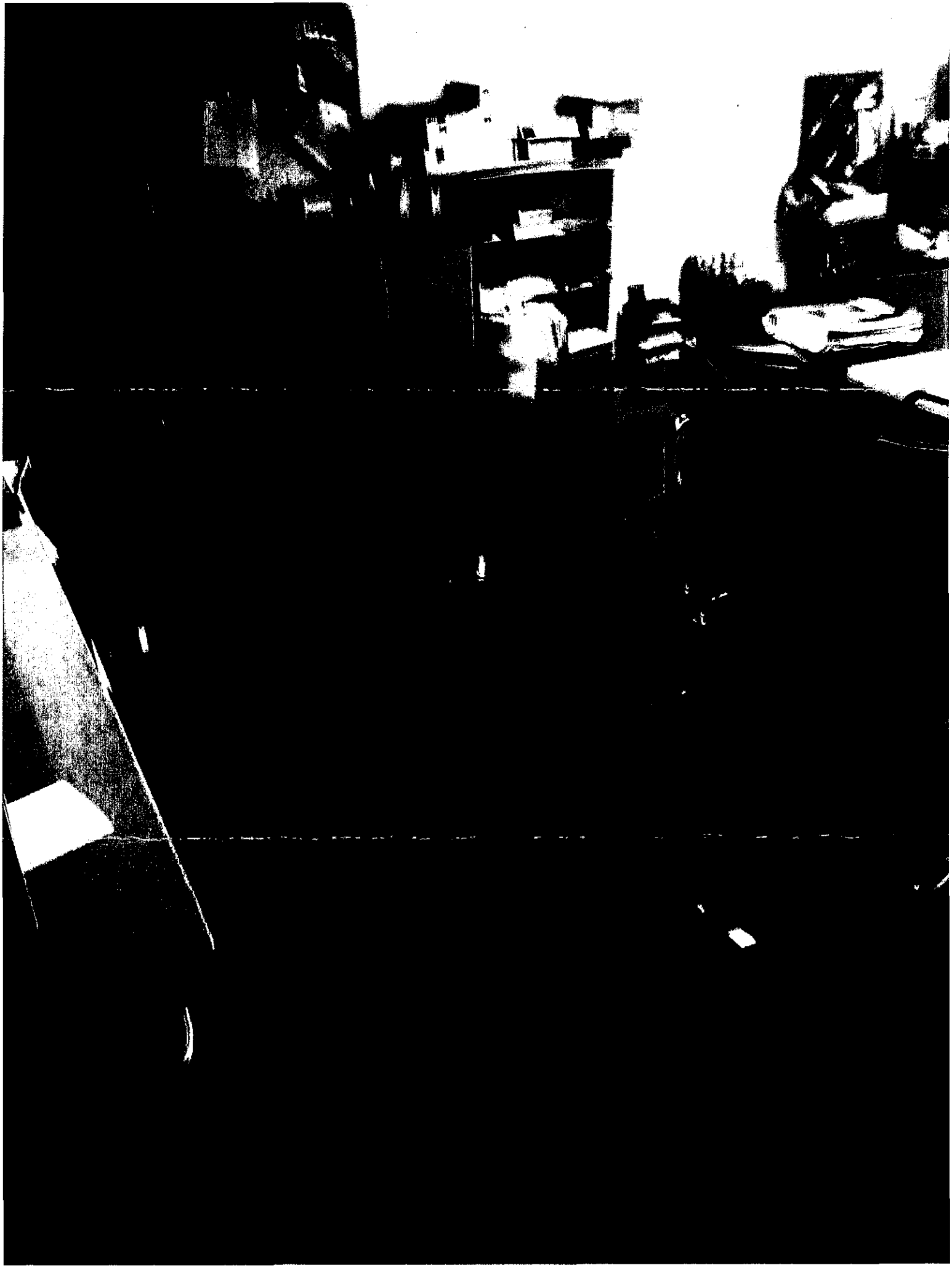
ServiceMaster Recovery Services **FED ID: 391355743**

2215 S. 162nd St
New Berlin, WI 53151
800-559-9070

2014-01-16-1634

Equipment usage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	6.00 EA	0.00	223.44	67.03	1,407.67
This is the call out and mobilize 8 people to respond after hours to a large loss cleaning job.					
Commercial Supervision / Project Management - per hour - after hours	4.00 HR	0.00	127.50	25.50	535.50
After hours Project Manager to run the project for customer satisfaction.					
Add for personal protective equipment - Heavy duty	14.00 EA	0.00	17.77	12.44	261.22
Apply plant-based anti-microbial agent - after hours	5,021.00 SF	0.00	0.28	70.29	1,476.17
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	5,021.00 SF	0.00	1.92	482.02	10,122.34
Clean the surface area with pressure steam	5,021.00 SF	0.00	0.95	238.50	5,008.45
Vac Truck	12.00 HR	0.00	186.00	111.60	2,343.60
Equipment decontamination charge - HVY, per piece of equip	8.00 EA	0.00	78.23	31.29	657.13
Contaminated water dump fee	300.00 EA	0.00	0.05	0.75	15.75
Totals: Equipment usage				1,039.42	21,827.83
Line Item Totals: 2014-01-16-1634				**1,039.42**	**21,827.83**



II

3.9

R. O. No. 255 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014.

Susan Richards
City Clerk

Finance
&
refer to Bd of Water
3/3/14.

new

1-2014

Claim 15-13
LS Schroeder

Providing Insurance and Financial Services
Home Office, Bloomington, IL

StateFarm®

January 11, 2014

Department Of Public Works
3333 Lakeshore Dr
Sheboygan WI 53081-6961

State Farm Claims
PO Box 52268
Phoenix AZ 85072-2268

RE:	Claim Number:	49-393M-091
	Date of Loss:	January 11, 2014
	Our Insured:	Murray and Penny Patz
	Loss Location:	Sheboygan, WI

To Whom It May Concern:

We are writing to you in reference to a loss sustained by our insured on January 11, 2014.

To date, the total amount of the loss has not been determined. However, our investigation indicates you may be legally liable for this loss and we will look to you for reimbursement once the final amount of damages is known.

If you have insurance, please refer this letter to your insurance company immediately. Please complete the attached form and advise us of your insurance company's name, address, telephone number, and your policy number. If you do not have insurance, please contact us to discuss this matter further.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Thank you for your cooperation in this matter.

Sincerely,

Matthew D. Strotman

Matthew D Strotman
Claim Representative
(866) 445-7015 Ext. 4023273955
Fax: (888) 429-5076

State Farm Fire and Casualty Company

Enclosure(s): Return Envelope

Name: _____

Address: _____

_____

Our Claim Number: 49-393M-091

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of insurance company: _____

_____

Phone number of your insurance company: _____

Your policy number: _____

Your agent's name and phone number: _____

_____

Have you reported this loss to your insurance company? Y ___ N ___

If yes, what is the claim number your insurance company has assigned to this loss?

_____

Thank you for your cooperation.

II

3.12

R. O. No. 257 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from Atty. Wm. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date.

Susan Richards
City Clerk

new

Claim # 10-1
LS Schroeder
JAN 22 '14 AM 11:30

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

January 21, 2014

Transit Mutual Insurance
c/o City Clerk
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081

Re; Our Client: James Kuester
DOA: 12/23/13
Claim No. SHE 201054

Please be advised that we have been retained by and represent James Kuester, 2224 N. 24th Street, Sheboygan, WI 53081, for injuries that he sustained as the result of the negligence of driver of a City Transit Bus which occurred on December 23, 2013.

We will be presenting a claim at a future date.

Kindly forward this communication to your insurance carrier, Transit Mutual Insurance Company so that they may communicate with us.

Thank you.

Sincerely,

Wm. K. Sonnenburg

Wm. K. Sonnenburg
WKS:ms
CC: James Kuester

II

4.4

R. O. No. 269 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk snow plow hit their building.

Finance

new

Susan Richards
City Clerk

DATE RECEIVED 2-3-14

RECEIVED BY LS Schroeder

CLAIM NO. 19-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 3 '14 AM 11:57

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Appraisal Compliance Review, Inc. / Lenders Audit, LLC
2. Home address of Claimant: 815 New York Avenue, Sheboygan, WI, 53081
3. Home phone number: (920) 783-6059
4. Business address and phone number of Claimant: 815 New York Avenue Sheboygan, WI, 53081 (920) 783-6059
5. When did damage or injury occur? (date, time of day) 1/17/14, afternoon
6. Where did damage or injury occur? (give full description) damage occurred in front of 815 New York Avenue
7. How did damage or injury occur? (give full description) Derek Muench of Shoreline metro was snow plowing the sidewalk in front of our building and ran into our building with his plow and caused damage
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: Derek Muench

   (b) Claimant's statement of the basis of such liability: Derek left his card for me and I spoke with him on the phone in the days following this incident
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: n/a

   (b) Claimant's statement of basis for such liability: n/a

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

Damage to corner of building; cracked wood, damage to address panel

11. Name and address of any other person injured: n/a

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

Auto: $_____

Property: $ pending (cannot be repaired until spring)

Personal injury: $_____

Other: (Specify below $_____

TOTAL pending

Damaged vehicle (if applicable)

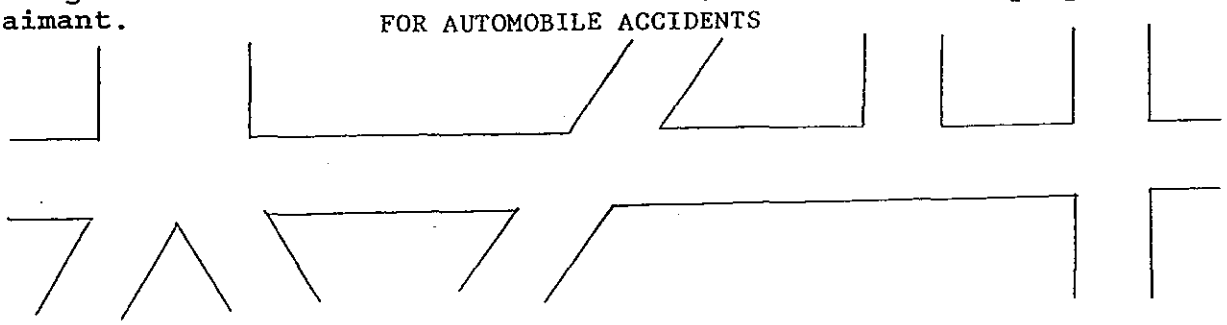
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

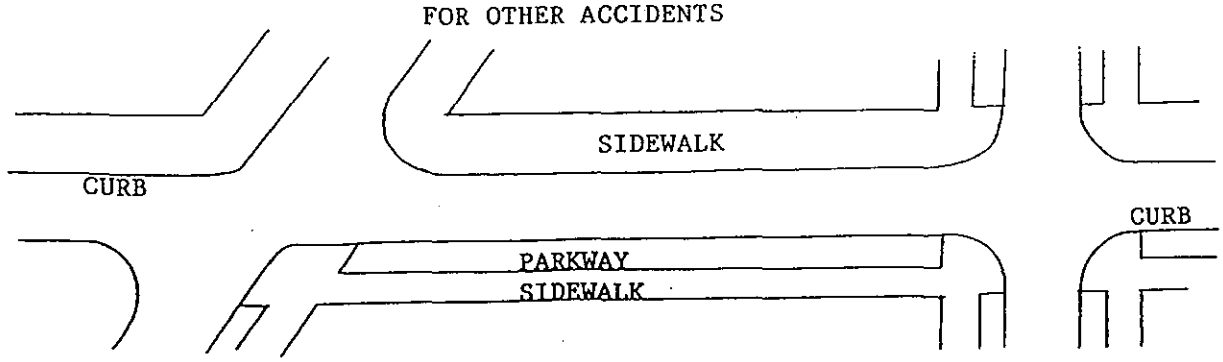
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Paula J. Wenger (Appraisal manager) Date: 1/30/14

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

FEB 3 '14 AM 11:57

CLAIM

Claimant's Name: Appraisal Compliance Review, Inc.

Claimant's Address: 815 New York Avenue
Sheboygan, WI 53081

Claimant's Phone No. (920) 783-6059

Auto $ _____

Property $ pending

Personal Injury $ _____

Other (Specify below) $ _____

TOTAL pending

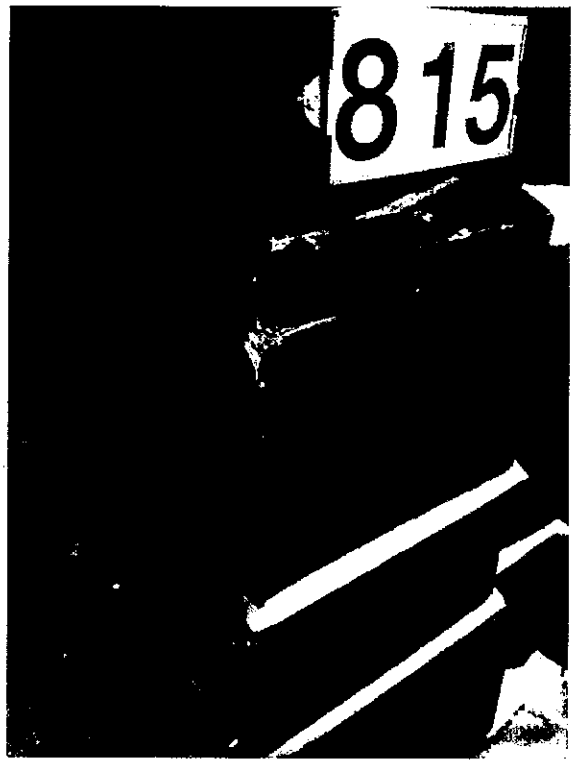
PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

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

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

SIGNED: Paula J. Wenzel (Appraisal Manager) DATE: 1/30/14

ADDRESS: 815 New York Avenue
Sheboygan, WI 53081


815


815

SHORELINE METRO

Derek Muench | Operations Supervisor

608 S. Commerce Street, Sheboygan, Wisconsin 53081
920.459.3285 Office | 920.459.3140 Direct
920.459.3420 Metro Connection | 800.947.3529 TDD Relay
dmuench@shorelinemetro.com | **shorelinemetro.com**

SHORELINE METRO

INCIDENT FORM
Non-Accident or Injury

TYPE OF INCIDENT:

☐Emergency ☐Non-emergency ☐Driver Situation ☐ Passenger Misconduct ☐Theft ☐Vandalism

☒ Other: PARKING UTILITY DAMAGE TO PRIVATE PROPERTY

Date of Incident: 01 / 17 / 14 Emergency personnel called and at the scene? ☐ Yes ☒ No

Did Shoreline Metro personnel assist with the situation in any way? ☒ Yes ☐ No

If yes, to what degree? EXCHANGED BUSINESS CARD W/ PROPERTY AFTER INCIDENT

INVOLVED PARTIES:

#1 Name: DEREK MUENCH Phone Number: 459-3140

Address: 608 S. COMMERCE ST. City: SHEBOYGAN

#2 Name: Phone Number:

Address: 815 NEW YORK AVE City: SHEBOYGAN

#3 Name: Phone Number:

Address: City:

DETAILS: I WAS PLOWING SNOW ON SIDEWALK IN 800 BLOCK OF NEW YORK AVE. RIGHT BACK TIRE CAUGHT ON METER POST AND SENT PLOW BLADE INTO SIDE OF BUILDING. SOME DAMAGE TO BUILDING. NO DAMAGE TO EQUIPMENT.

I NOTIFIED BUSINESS ADJACENT TO DAMAGE AND LEFT BUSINESS CARD.

WITNESSES:

#1 Name: N/A Phone: _____

Address: _____ City: _____

#2 Name: _____ Phone: _____

Address: _____ City: _____

#3 Name: _____ Phone: _____

Address: _____ City: _____

SUPERVISOR:

Notified: ☒ Yes ☐ No Date: 01 / 17 / 14 Time: 2 : 30 AM (PM)

On Site: ☒ Yes ☐ No Date: 01 / 17 / 14 Time: 2 : 30 AM (PM)

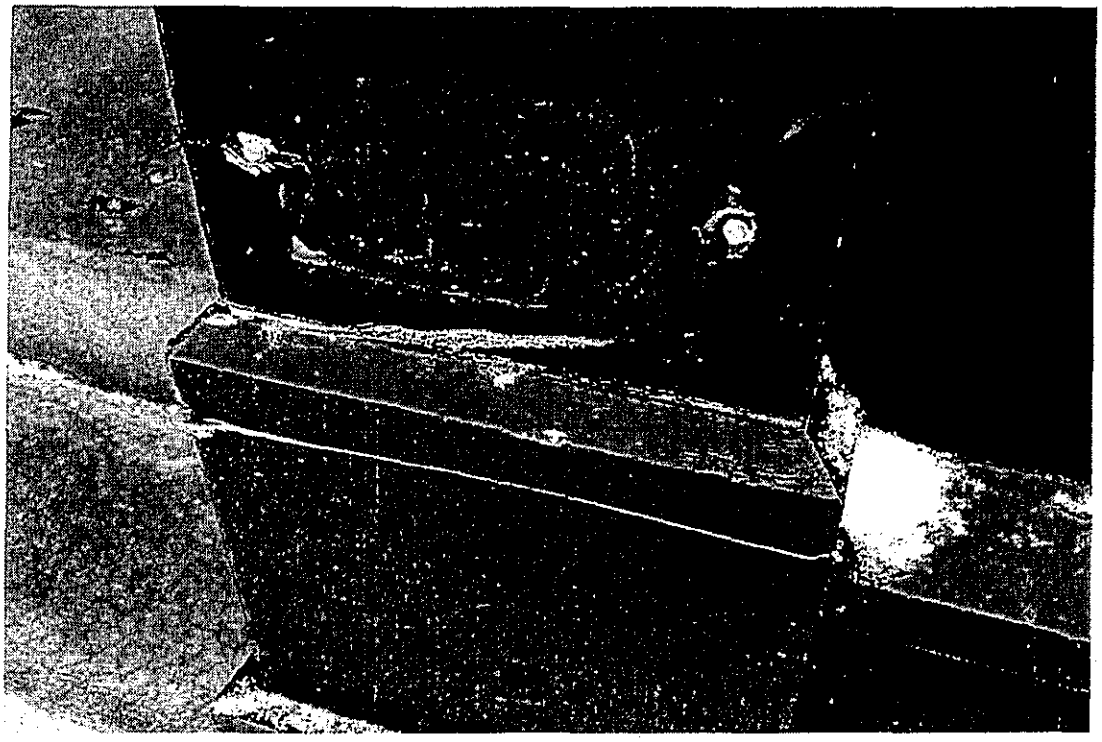
Copy to Director: ☒ Yes ☐ No Pictures Taken: ☒ Yes ☐ No

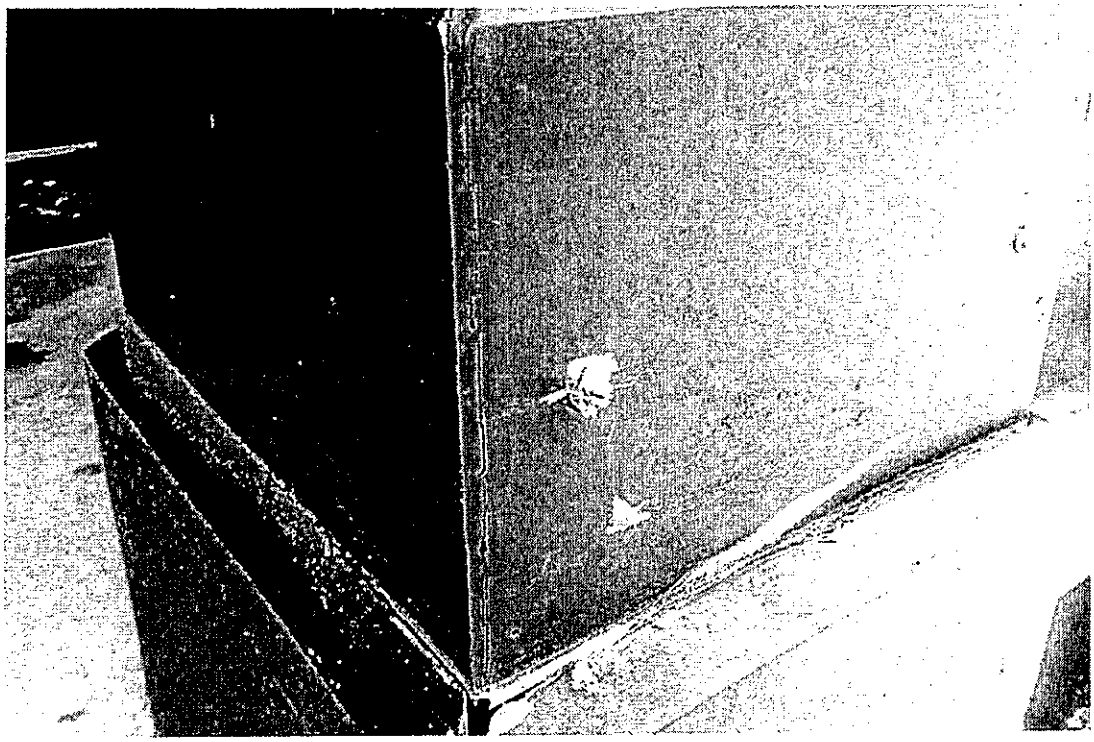
Resolved: ☐ Yes ☐ No Date Resolved: ____/____/____

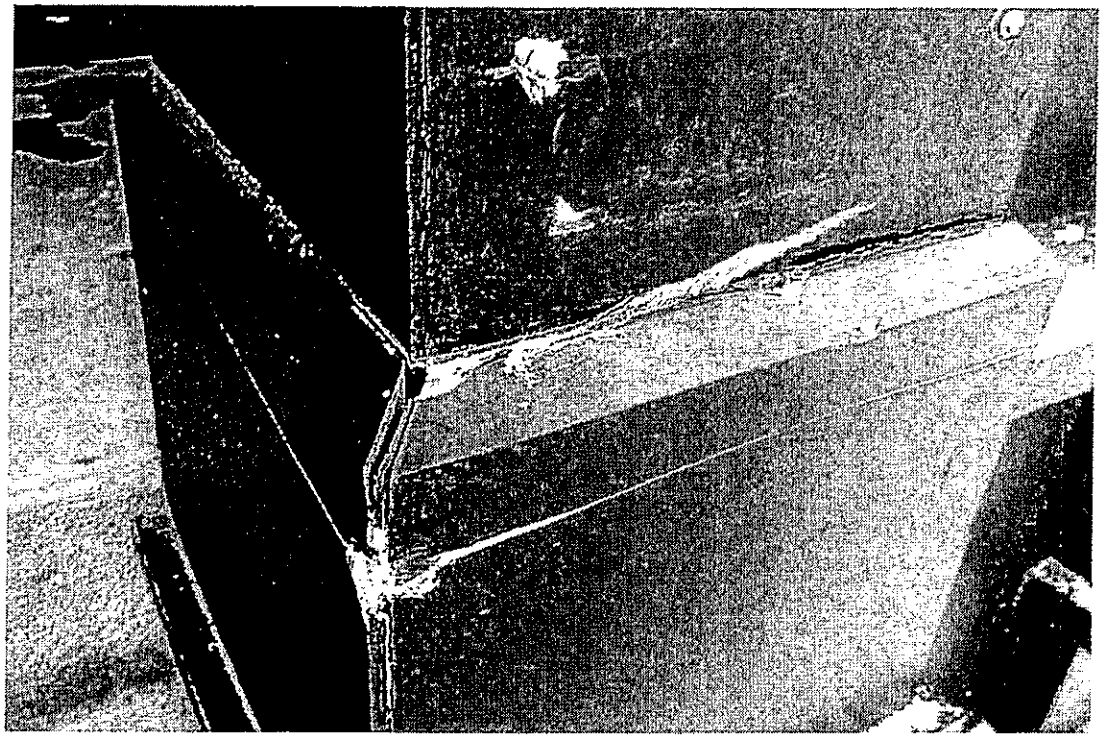
Supervisor Comments: _____

Driver/Staff Signature: _____ Date: 01 / 17 / 14

Supervisor Signature: _____ Date: 01 / 17 / 14







II

4.1

R. O. No. 301 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City Bus.

Susan Richards
City Clerk

Finance & Transit

new.

L.S. Schrader
3-11-14
#27-13

NOTICE OF CLAIM AND CLAIM

MAR 11 '14 PM 4:59

To: Sue Richards
City Clerk for the City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Pursuant to Wis. Stat. § 893.80, Coretta E. Munoz ("Munoz"), residing at 428 St. Clair Avenue, Apartment 2, Sheboygan, Wisconsin, by her attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan and the itemized Claim against the City of Sheboygan as follows:

1. Liability: On December 11, 2013, at between approximately 4:00 p.m. and 5:00 p.m., Munoz was traveling via the City of Sheboygan transit system. While a passenger, the bus came to an abrupt stop causing Munoz to come out of her seat and strike the metal arm rest. A substantial cause of the injury to Munoz was the negligent manner in which the bus driver acted. Upon information and belief, responsibility for the safe operation of the city buses is a responsibility of the City of Sheboygan.

2. Injuries and Damages: Munoz suffered serious injuries as a result of the accident. She suffered injury to her knee, hip, pelvis, neck and back requiring medical attention. Munoz continues to receive treatment for her injuries.

Medical expenses incurred from the date of the accident to February 24, 2014, are in the amount of $2,541.00. Munoz continues to incur medical expenses.

The claim for pain and suffering, bodily injury is for the amount of $50,000.00.

Dated this 10th day of March, 2014.

ROHDE DALES LLP

By _____
William P. Te Winkle
A Partner of the Firm
State Bar No. 01013259
Attorneys for the Claimant

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874

II

4.2

R. O. No. 302- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

Susan Richards
City Clerk

Finance & Transit

new

LS schneider
16-13

MAR 10 '14 AM 11:27

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

March 7, 2014

City Clerk
City of Sheboygan
City Hall 828 Center Avenue
Sheboygan, WI 53081

Re: Injury to James J. Kuester, Sr 12/23/2013

Dear Clerk:

Enclosed please find a Notice of Injury and Claim being made on behalf of our client.

James S. Kuester, Sr.

Kindly file this Notice of Injury and Claim for Damages.

Thank you.

Sincerely,

Wm. K. Sonnenburg

Wm. K. Sonnenburg
WKS:ms
Encl.

NOTICE OF INURY

AND

CLAIM FOR DAMAGES

TO:

THE CITY OF SHEBOYGAN

CARE OF THE CITY CLERK

FOR THE CITY OF SHEBOYGAN, WISCONSIN

PLEASE TAKE NOTICE:

That we represent James J. Kuester, Sr.2322 N. 24th Street, Sheboygan, Wisconsin who sustained injuries as the result of a City Bus driving through a red light at the intersection of N.15th Street and Geele Avenue, on December 23, 2013, of which the City of Sheboygan had actual notice through the City of Sheboygan Police Department on the above – captioned date.

CLAIM FOR DAMAGES

Please be advised that said James J. Kuester, Sr, sustaind several injuries to his body involving his legs, a cut to his upper lip, ribs, and loss of hearing as the result of the injuries, some of which are permanent, both to his left leg and his loss of normal hearing.

That he sustained medical expenses including the Sheboygan Fire Department, St. Nicholas Hospital, Dr. Charles Schleevogt, Dr. Howard J Kroft, and various medication for pain to his legs and ribs. Due to a previous blood condition, he had discoloration to his legs with pain for a period of two months and continues to have continual monitoring of his blood condition. He has a permanent swelling and a hardened portion of his left

knee. In addition, he has permanent loss of hearing in both ears.

The claim for the above is One Hundred Thousand Dollars ($100,000.00)

Hereby submitted:

Sonnenburg & Zelpe
Attorneys at Law
601 Center Avenue
Sheboygan, WI 53081

Wm. K. Sonnenburg

Attorney Wm. K. Sonnenburg

II

4.7

R. O. No. 307 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve claim for alleged damages to AT&T facilities at the N. 10th St. location.

Finance

Susan Richards
City Clerk

new.

The Claims Center LLC
7001 E Fish Lake Road ~ Suite 100 ~ Maple Grove, MN 55311
PO Box 47604 ~ Minneapolis, MN 55447
866-233-0353 ~ Fax: 866-233-9627

Rec'd 3-7-14
By LS Schneider
Claim # 25-13

MAR 7 '14 AM 9:47

March 5, 2014

Sheboygan City
Attn: Linda
828 Center Ave., #100
Sheboygan, WI 53081

Dear Risk Management/Claims,

The Claims Center LLC is a third party claims administrator for AT&T which has assigned our firm to investigate and resolve claims for damages to AT&T facilities.

This letter should serve as official notice of tort claim filing with the Sheboygan City. If additional information is required to affect official notice of claim, please respond to include any necessary forms, or specific procedure mandated by statute

An invoice for the property damage will be provided to you at a later date.

These damages were discovered or repaired on or about January 15, 2014 at the location of N. 10th St.

Please include our reference number 337797 when responding to this letter.

If you need any additional information or have any questions please call me at 866-233-0353.

Thank you,

Claims Representative
The Claims Center
PO Box 47604
Plymouth, MN 55447
Fax: 763-744-1480

e-mailed to staff 3-7-14

II

3.11

R. O. No. 331 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a claim from AT&T for alleged damages to an AT&T pole in the 1000 Block of N. 10th St.

Susan Richards
City Clerk

Finance
refer

3-25-14
claim 25-13

Date: 03/19/2014

(Ro 387-14-15)

Claim for Damages

To:
SHEBOYGAN, CITY OF
828 CENTER AVE
SHEBOYGAN, WI 53081

Claim Number: AMER-25-201402-50-0034-ADJ

Charges for Damages to:
WISCONSIN BELL INC., DBA AT&T- WISCONSIN

Occured/Discovered On or About: 01/15/2014

Approximate Location:
1000 BLOCK OF N 10 TH ST, SHEBOYGAN CITY, WI

How Damage Occured:
EMERGENCY BROKEN POLE

Summary of Charges

The labor cost amount claimed includes direct costs and indirect costs, including but not limited to personnel, equipment, vehicles, administrative overheads, and an allocation of general corporate overhead.

LABOR COST	$2,517.37
MATERIALS/UNIT COST ITEMS	$160.49
CONTRACTOR	$1,914.54
TOTAL AMOUNT DUE:	**$4,592.40**

Breakdown of Charges on next page

Call before you dig
Call 811

For Inquiries Call: 800-894-0374 or 800-363-3234 (FAX)

This payment is due upon receipt. If payment is not received within 30 days further collection action will be taken. IF A PAYMENT FOR LESS THAN THE FULL AMOUNT IS RECEIVED, IT WILL BE APPLIED AS A PARTIAL PAYMENT. **Please do not pay with telephone bill.**

If you are covered by insurance, please forward this to your carrier for payment. Once your claim has been established with your insurance company, please contact us at 800-894-0374 with your claim information, and we will work with your insurance company to resolve. AT&T accepts checks, money orders or credit card payments. We do not accept cash. Please complete the information below and return in the enclosed envelope or you may call 800-894-0374 to pay by phone.

TOTAL AMOUNT DUE: $4,592.40

Amount enclosed: $_____

SHEBOYGAN, CITY OF

Claim Number: AMER-25-201402-50-0034-ADJ

Return this section with payment in enclosed envelope.

Please write claim number on check or money order to ensure proper credit.

For credit card payment:

Credit Card number: _____

Name on Card: _____

Amount to be charged to your card: _____

Three digit security number on back of card: _____

Expiration Date: _____

Remit Payment to:

AT&T
RM 39-N-13
909 CHESTNUT ST
SAINT LOUIS MO 63101-2017

6298.001.000009.02.02.0000000 NNNNNNNY 0035.0035

at&t

Breakdown of charges

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
DR	01/15/2014	1.00	93.0244201					$93.00
AS	02/11/2014	1.00	88.1614850					$88.15
FF	02/27/2014	2.00	88.1614850					$176.31
FF	02/28/2014	3.50	88.1614850					$308.57
MR	03/03/2014	1.00	88.1614850					$88.15
FF	03/03/2014	8.00	88.1614850					$705.31
AS	03/04/2014	2.00	88.1614850					$176.31
MR	03/04/2014	0.50	88.1614850					$44.07
FF	03/04/2014	6.00	88.1614850					$528.97
AS	03/05/2014	1.00	88.1614850					$88.15
FF	03/05/2014	1.50	88.1614850					$132.23
AS	03/11/2014	1.00	88.1614850					$88.15
							Labor Cost Sub-Total	**$2,517.37**

MATERIALS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
POLE 30 FT CLASS 5	1	148.5500000	$148.55
CUSTOMER TROUBLE TICKET NCSC	1	6.4200000	$6.42
CUSTOMER TROUBLE TICKET NDC	1	5.5200000	$5.52
		Material Sub-Total	**$160.49**

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
HOLTGER BROTHERS	$1,914.54

continued on next page

at&t

Breakdown of charges (continued)

Contractor Cost Sub-Total	**$1,914.54**
Total Labor Cost, Materials, Contractor, Loss of Use, Other Items	**$4,592.40**

II

Other Matters

8.3

R. O. No. 332 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a claim from Nicole Reynolds for alleged damages to her vehicle when City front end loaders were removing snow and scratched from the front driver's side panel to the passenger door.

Finance

Susan Richards
City Clerk

pew

DATE RECEIVED 3-31-14

RECEIVED BY LS Schroeder

CLAIM NO. 29-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 31 '14 PM 12:50

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Nicole Reynolds
2. Home address of Claimant: 522 Niagara Ave. Sheboygan, WI
3. Home phone number: 920-946-0822
4. Business address and phone number of Claimant: 725 Blue Harbor Dr. Sheboygan 920-452-2900 x508
5. When did damage or injury occur? (date, time of day) 1/2/14 between 7:45-8:30am
6. Where did damage or injury occur? (give full description) Riverfront Drive, in front of Midwest Dental. vehicle was parked on street
7. How did damage or injury occur? (give full description) Long yellow dented scratch from front driver's side panel to passenger door
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

   (b) Claimant's statement of the basis of such liability: 2 big yellow front-end loaders were nearby, removing snow.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: —

   (b) Claimant's statement of basis for such liability: —

DATE RECEIVED 3-31-14

RECEIVED BY LS Schroeder

CLAIM NO. 29-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 31 '14 PM 12:50

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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   (a) Name of such officer or employee, if known: ____

   (b) Claimant's statement of the basis of such liability: 2 big yellow front-end loaders were nearby, removing snow.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: ____

   (b) Claimant's statement of basis for such liability: ____

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

no injuries

11. Name and address of any other person injured: —

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

Auto: $ ~~[illegible]~~ 2367.55

Property: $

Personal injury: $

Other: (Specify below $

TOTAL 2,367.55

Damaged vehicle (if applicable)

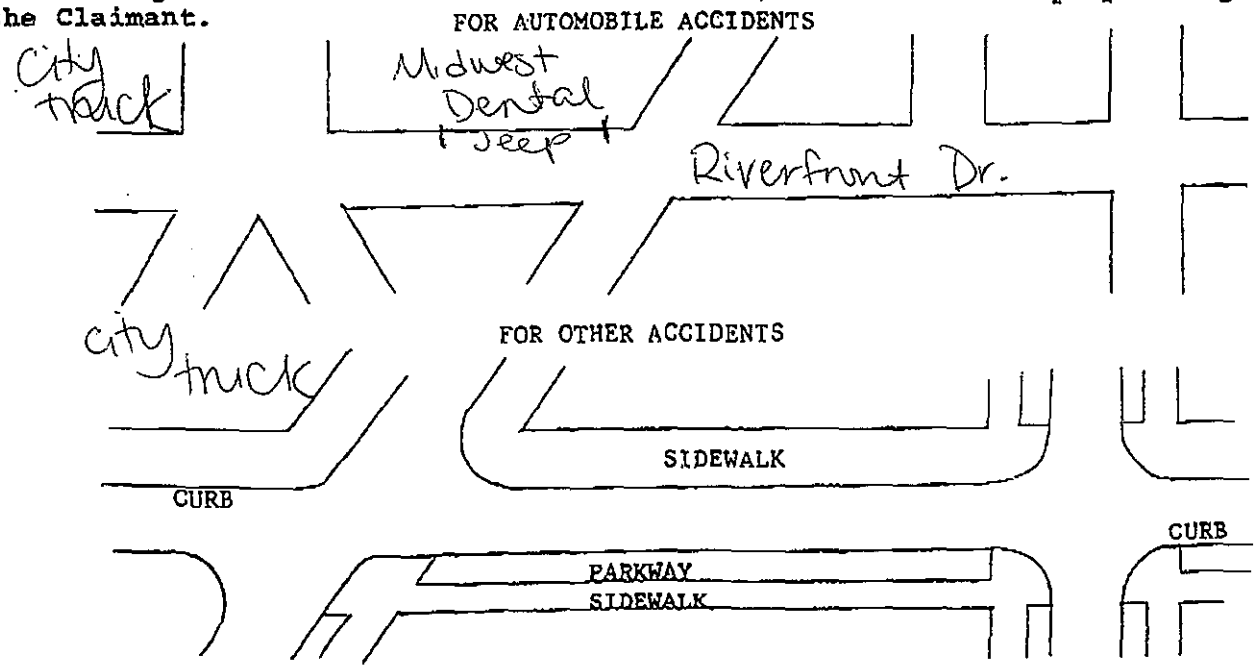
Make: Jeep Model: Compass Year: 2008 Mileage:

Names and addresses of witnesses, doctors and hospitals: —

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

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

FOR AUTOMOBILE ACCIDENTS



SIGNATURE OF CLAIMANT: Shirley Reynolds Date: 3/31/14

DATE RECEIVED 3-31-14

RECEIVED BY LS Schueller

CLAIM NO. 29-13

MAR 31 '14 PM 12:50

CLAIM

Claimant's Name: Nicole Reynolds

Claimant's Address: 522 Niagara Ave.
Sheboygan, WI

Claimant's Phone No. 920-946-0822

Auto 2,367.55 $ ~~[illegible]~~

Property $

Personal Injury $

Other (Specify below) $

TOTAL 2,367.55 $ ~~[illegible]~~

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ ~~[illegible]~~. 2,367.55

SIGNED: Nicole Reynolds DATE: 3/31/14

ADDRESS: 522 Niagara Ave.
Sheboygan, WI 53081

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

01/11/2014 05:34 AM

Owner

Owner: NIKI REYNOLDS
Address: 522 NIAGARA AVE
City State Zip: Sheboygan, WI 53081
Email: niki.einer@gmail.com
Work/Day: (920)946-0822
FAX:

Inspection

Inspection Date: 01/09/2014 05:31 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Side
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:
Days To Repair: 5

Remarks

*** Original Estimate ***

Vehicle

2008 Jeep Compass Sport 4 DR Wagon
4cyl Gasoline 2.4
5 Speed Manual

Lic.Plate: 370-HKV
Lic Expire:
Prod Date: 02/2008
Veh Insp# :
Condition:
Ext. Color: STEEL BLUE MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PBM
Lic State: WI
VIN: 1J8FF47W68D683863
Mileage: 61,296
Mileage Type: Actual
Code: J2203B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM CD Player	Aluminum/Alloy Wheels
Anti-Lock Brakes	Center Console	Dual Airbags
Electronic Transfer Case	Fog Lights	Head Airbags

Intermittent Wipers	Power Brakes	Power Steering
Rear Spoiler	Rear Window Defroster	Rear Window Wiper/Washer
Roof/Luggage Rack	Stability Cntrl Suspensn	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	425		Mldg,Front Door Side LT	R & I Assembly				0.5	SM
2	RI	383		Mldg,Rear Door Side LT	R & I Assembly				0.5	SM
Front Bumper										
3	RI	74		Front End Cover R & I	R & I Assembly				1.0*	SM
				>> >>DROP LF CORNER FOR PAINTING FENDER<<						
Front End Panel And Lamps										
4	RI	45		Lens,Side Marker LT	R & I Assembly				0.5	SM
Front Body And Windshield										
5	BR	103	13	Fender,Front LT	Blend Refinish				1.9	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.4 Two-stage					
Roof										
6	RI	429		Rail,Luggage Rack LT	R & I Assembly				0.5	SM
Front Doors										
7	I	209		Pnl,Front Door Outer LT	Repair				6.0*	SM
8	L	209		Pnl,Front Door Outer LT	Refinish				2.4	RF
					2.0 Surface					
					0.4 Two-stage					
9	RI	130		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
10	RI	229		Mirror,Outer R/C LT	R & I Assembly				0.3	SM
11	RI	227		Handle,Front Door Otr LT	R & I Assembly				0.5	SM
Rear Doors										
12	I	289		Pnl,Rear Door Outer LT	Repair				5.0*	SM
13	L	289		Pnl,Rear Door Outer LT	Refinish				2.3	RF
					1.9 Surface					
					0.4 Two-stage					
14	RI	325		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										
15	BR	163		Panel,Bodyside Otr Upr LT	Blend Refinish				0.8	RF
					0.5 Blend					
					0.3 Two-stage					
16	BR	411		Panel,Quarter LT	Blend Refinish				1.3	RF
					0.9 Blend					
					0.4 Two-stage					
17	SB	395		Glass,Quarter Vent T LT	Sublet Repair	$85.00*				SM
				>> >>R&I GLASS TO REFINISH QUARTER<<						
Rear Bumper										
18	N	556		Rear Bumper Cover R&I	Additional Labor				0.8	SM
Rear Body, Lamps And Floor Pan										

19	RI	533	Lens,Taillamp LT	R & I Assembly		0.3	SM

Manual Entries

20	L	M14	Corrosion Protection	Refinish		0.2*	RF
21	EC		Cover car exterior	Replace Economy	$5.00*	0.2*	SM
22	N		De-Nib and polish	Additional Labor			SM*
23	N		Hazad, waste	Additional Labor	$5.00*		SM
24	N		CLEAN & RETAPE DOOR MLDG	Additional Labor	$5.00*	0.3*	SM*
25	N		CLEAN & RETAPE R/DR MLDG	Additional Labor	$5.00*	0.3*	SM*

25 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		$20.00	
Paint Materials		$320.40	
Parts & Material Total			$340.40
Tax on Parts & Material	@ 5.000%		$17.02

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$58.00	4.7	12.4	17.1	$991.80
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	8.9		8.9	$516.20
Paint Materials	$36.00				

Labor Total	26.0 Hours		$1,508.00
Tax on Labor	@ 5.000%	$75.40	
Sublet Repairs		$85.00	
Tax on Sublet	@ 5.000%	$4.25	
Gross Total			**$2,030.07**
Net Total			**$2,030.07**

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

Audatex Estimating 7.0.123 ES 01/11/2014 05:46 AM REL 7.0.123 DT 11/01/2013 DB 12/15/2013

2.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

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

GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

CD LOG NO 3463-1 DATE 03/24/14

SHOP:

INSP DATE: 03/24/14
CONTACT: JIM MILLER

OWNER: NICOLE, REYNOLDS
ADDRESS: 522 NIAGARA AVENUE
CITY STATE: SHEBOYGAN, WI
ZIP: 53081

HOME PHONE: (920)946-0822

POINT OF IMPACT: 6

LIC#: 370-HKV STATE: WI
BODY COLOR: BLUE-GRAY
CONDITION: EXCELLENT

VIN: 1J8FF47W68D683863
MILEAGE: 62,728
ACCTNG CTL#:

DRIVEABLE: YES
PROD.DATE:

VEH. INSP#:
PAINT CODE: PBM

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

2008 JEEP COMPASS SPORT 4DOOR WAGON 4CYL GASOLINE 2.4
CODE: J2203B/B OPTNS D/24AJQ

OPTIONS:
TWO-STAGE - EXTERIOR SURFACES
TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE
AIR CONDITIONING
TIRE PRESSURE WRNG INDICATOR

OP	GDE	MC	DESCRIPTION	MFG.PART NO.	PRICE	AJ%	B%	HOURS	R
RI0074			FRONT END COVER R & I drop left side	R&I ASSEMBLY				1.3	1
RI0045			LENS,SIDE MARKER	LT R&I ASSEMBLY				0.5	1
I 0103			FENDER,FRONT	LT REPAIR				0.5*	1
L 0103	13		FENDER,FRONT	LT REFINISH				3.2	4
				2.2 SURFACE					
				0.6 TWO STAGE SETUP					
				0.4 TWO STAGE					

2008 JEEP COMPASS SPORT 4DOOR WAGON
CD LOG NO 3463-1

I 0207	DOOR SHELL,FRONT	LT	REPAIR		5.0*1
L 0207	DOOR SHELL,FRONT	LT	REFINISH		2.4 4
			2.0 SURFACE		
			0.4 TWO STAGE		
RI0130	W/STRIP,BELT OUTER	LT	R&I ASSEMBLY		0.2 1
RI0231	PNL,INNER DOOR TRIM	LT	R&I ASSEMBLY		1.1 1
RI0425	MLDG,FRONT DOOR SID	LT	R&I ASSEMBLY		0.8*1
	INCLUDES R/I ADHESIVE				
RI0229	MIRROR,OUTER R/C	LT	R&I ASSEMBLY		0.3 1
RI0227	HANDLE,FRONT DOOR O	LT	R&I ASSEMBLY		0.3 1
I 0287	DOOR SHELL,REAR	LT	REPAIR		5.0*1
L 0287	DOOR SHELL,REAR	LT	REFINISH		2.3 4
			1.9 SURFACE		
			0.4 TWO STAGE		
RI0325	W/STRIP,BELT OUTER	LT	R&I ASSEMBLY		0.2 1
RI0309	MLDG,REAR DOOR SIDE	LT	R&I ASSEMBLY		0.7*1
	INCLUDES R/I ADHESIVE				
RI0307	PNL,INNER DOOR TRIM	LT	R&I ASSEMBLY		0.7 1
BR0411	PANEL,QUARTER	LT	BLEND REFINISH		1.3 4
			0.9 BLEND		
			0.4 TWO STAGE		
RI0395	QTR VENT GLASS R &	LT	R&I ASSEMBLY		1.8 1
RI0556	REAR BUMPER COVER R&I		R&I ASSEMBLY		0.4*1
	DROP LEFT SIDE				
ECM14	CORROSION PROTECTION		ECONOMY PART	25.00*	1.0*4
N M60	HAZARD. WSTE. REM.		ADDNL LABOR OPERA	5.00*	1
EC	BODY REPAIR MATERIALS		ECONOMY PART	73.50*	1*
N	COVER VAN OR TRUCK		ADDNL LABOR OPERA	15.00*	1.5*1*

23 ITEMS

MC MESSAGE(S)
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

OTHER PARTS				118.50
PAINT MATERIAL				397.80
PARTS & MATERIAL TOTAL				516.30
TAX ON PARTS & MATERIAL @			5.000%	25.82
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	57.00	8.3	12.0	1,157.10
2-MECH/ELEC	75.00			
3-FRAME	65.00			
4-REFINISH	57.00	10.2		581.40
5-PAINT MATERIAL	39.00			
LABOR TOTAL				1,738.50
TAX ON LABOR		@	5.000%	86.93
SUBLET REPAIRS				
TOWING				
STORAGE				

2008 JEEP COMPASS SPORT 4DOOR WAGON
CD LOG NO 3463-1

GROSS TOTAL	2,367.55
NET TOTAL	2,367.55

SHOPLINK UN380 ES CD LOG 3463-1 DATE 03/24/14 12:29:29AM R6.37 CD 03/14
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081
HOST LOG

2.2 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

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

Georgia Avenue Body Shop, Inc.

1819 Georgia Avenue
Sheboygan, Wisconsin, 53081
Phone: 920-458-3272
Fax: 920-458-3284

"Where Friends Meet By Accident" SINCE 1963

GABS IS CELEBRATING 50 YEARS, SERVING SHEBOYGAN COUNTY AND SURROUNDING COMMUNITIES WITH THEIR AUTO BODY & MECHANICAL NEEDS.

AS A THANKYOU TO THE COMMUNITY, WE ARE OFFERING FANTASTIC SPECIALS, FREE SERVICE & GIFTS TO ANYONE THAT NEEDS TO SCHEDULE REPAIRS FROM NOW UNTIL THE END OF 2013.

1) EVERY CUSTOMER, GETS 10% OFF OUR LABOR, ON ALL REPAIRS BOTH AUTO BODY & MECHANICAL.
2) EVERY CUSTOMER, GETS 5% OFF ALL PARTS & MATERIALS
3) EVERY 5TH CUSTOMER GETS A FREE OIL CHANGE & CAR WASH
4) EVERY 10TH CUSTOMER GETS 15% OFF OUR LABOR & 10% OFF PARTS
5) EVERY 14th CUSTOMER GETS 1 YEAR FREE MEMBERSHIP TO THE MOOSE LODGE
6) EVERY 25TH CUSTOMER GETS 20% OFF BOTH PARTS & LABOR
7) EVERY 50TH CUSTOMER GETS THE JOB DONE FOR HALF PRICE – (Maximum of $500)
8) EVERY 100TH CUSTOMER GETS THE JOB DONE FOR FREE – (Maximum of $1000)
9) RECEIVE 10% OFF THE STICKER PRICE ON EVERY USED CAR FROM OUR LOT
   Check out our Vehicles at www.gabsinc.com

WITH TODAY'S ECONOMY, WE DECIDED TO SAY THANK YOU, BY HELPING YOUR POCKET BOOK. GET THE JOB DONE, THIS YEAR, FOR LESS.

AN ESTIMATE & 10% DOWN PAYMENT, WHEN THE JOB IS BOOKED; IS REQUIRED IN ORDER TO RECEIVE DISCOUNTS AND/OR BECOME ELIGIBLE FOR THE 5TH, 10TH, 14th, 25TH, 50TH OR 100TH CUSTOMER.

II

3.3

R. O. No. 153 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a Claim for Injuries in the matter of the Kathleen Nickel for alleged injuries when she fell on an uneven sidewalk (Claim #9-13).

Finance

Susan Richards
City Clerk

Claim #9-13
LS Schroeder
SEP 17 '14 PM 3:42

CLAIM FOR INJURIES

TO: **CITY OF SHEBOYGAN**
c/o Sharon Richards, City Clerk
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
DEPARTMENT OF ENGINEERING
c/o Ryan Sazama, P.E., AIA, City Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Kathleen Nickel, who resides at 808 South 16th Street, Sheboygan, Wisconsin, 53081, by her attorneys, HABUSH HABUSH & ROTTIER S.C.®, does hereby make claim against you for damages arising out of the personal injuries sustained by Kathleen Nickel on June 8, 2013, as the result of falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th Street and Illinois Street, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the City of Sheboygan and the City of Sheboygan Department of Engineering, by their employees, agents and representatives.

As a result of the negligence on the part of the City of Sheboygan and City of Sheboygan Department of Engineering, by their employees, agents and representatives, Kathleen Nickel sustained permanent injuries and damages, including pain, suffering, and loss of enjoyment of life, medical expenses, and other compensable injuries.

By reason of the negligence on the part of the City of Sheboygan and the City of Sheboygan Department of Engineering, by their employees, agents and representatives, Kathleen Nickel, demands damages from you in the amount of $8,000.00.

Dated at Sheboygan, Wisconsin, this 5th day of September, 2014.

Witness:

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Claimants

By:

Christine D. Esser
State Bar No. 1024659
cesser@habush.com

PLEASE SERVE ALL NOTICES WITH REGARD TO THIS CLAIM ON:

HABUSH HABUSH & ROTTIER S.C.®
1011 South 8th Street
Sheboygan, WI 53081
(920) 459-8000

SHEBOYGAN COUNTY, WISCONSIN

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE D. ESSER, being first duly sworn on oath, deposes and says: She is one of the attorneys for the claimant in the attached Claim for Injuries; she has read the Claim for Injuries, knows the contents thereof, and the same is true of her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of her knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser

Subscribed and sworn to before me
this 5th day of September, 2014.

Notary Public, State of Wisconsin
My Commission expires 11/8/15

Michelle L. Dontje Notary Public State of Wisconsin

Habush Habush & Rottier s.c.®

ATTORNEYS AT LAW

1011 South 8th Street
Sheboygan, Wisconsin 53081
920/459-8000 • Fax 920/452-3080
www.habush.com

September 3, 2014

Charles Adams, Esq.
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4497

RE: Our Client: Kathleen A. Nickel
Date of Accident: 6/8/2013

Dear Mr. Adams:

Enclosed please find the following records and bills pertaining to the claim of our client, Kathleen A. Nickel:

DESCRIPTION	CHARGES
1. Photographs of Sidewalk	
2. Photographs of Injury	
3. Sidewalk Program Printout	
4. Google Earth Street View Photo	
5. St. Nicholas Hospital	
Records and bills dated 6/8-9/13	$2,710.65
IHC Emergency Physicians bill	$1,223.00
Green Bay Radiology bill	$106.00
6. Marsho Family Medical Group	
Bill dated 6/17/13	$149.00
TOTAL:	**$4,188.65**

On June 8, 2013, Kathleen was walking her dog on Illinois Avenue when she tripped and fell due to the uneven sidewalk. She had not walked that route with her dog prior to that day. As you can see from the photographs in Tab 1, the sidewalk is cracked, raised and sunken. Kathleen went to the emergency room, where a laceration to her face was closed with five stitches. Her pain worsened overnight and she went to the emergency room the following day, where x-rays confirmed she had a broken nose. She also sustained abrasions to her knee and hand. Photographs of her injury are attached at Tab 2.

According to the information provided on the City of Sheboygan's website [Tab 4], the City Sidewalk Replacement Program maintains the city's sidewalks in a safe condition. It is clear from the photographs at Tab 1 that the sidewalk is in desperate need of repair and is not safe.

On September 5, 2013, the Notice of Circumstances of Claim was served upon the city giving notice that Ms. Nickel sustained personal injuries due to "falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th and Illinois Streets, in the City of Sheboygan, County of Sheboygan, State of Wisconsin." We believe that City of Sheboygan employees inspected this area prior to June 8, 2013 and issued numerous citations to residents of this neighborhood but failed to mark the sidewalk with bright paint to indicate dangerous conditions and the need for repairs.

The information on the City's website further explains that "often times a certain hazardous area has been reported to our office, due to a trip or fall resulting in an injury". An attached photo from Google Earth street view [Tab 4] was taken in October of 2013. Missing from the photo are pink paint lines marking the hazardous area of sidewalk. As of the date of this letter, the sidewalk has still not been repaired despite notice that it is a hazardous area.

Kathleen Nickel would like to resolve her claim at this time. Please contact me after you have had a chance to review the enclosed materials so that we can move towards a prompt resolution of this claim.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

HABUSH HABUSH & ROTTIER S.C.®

Christine D. Esser

CDE/mld
Enclosures

II

(RC 351-13-14)

4.1

R. O. No. 171 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of South 15th Street and Illinois Ave.

Finance

JLW

Susan Richards
City Clerk

II

3.3

R. O. No. 235 - 14 - 15. By CITY CLERK. February 2, 2015.

Submitting a Claim for Damages from Dubin & Balistreri, LTD on behalf of their client Kristi Potochnik (addition to claim #5-14).

Finance

Susan Richards
City Clerk

JAN 20 '15 AM11:42 Claim #5-14 emailed 1/20/15

CLAIM FOR DAMAGES

TO: John Dolson, Clerk
City of Sheboygan City Hall
828 Center Ave., Suite 100
Sheboygan, WI 53081

Stephen G. McLean
City of Sheboygan City Attorney
828 Center Ave., Suite 304
Sheboygan, WI 53081

CLAIMANT: Kristi Potochnik
2111 N. 10th St.
Sheboygan, WI 53081

The following claim for damages is made pursuant to Wis. Stats. Section 893.23 and 893.80(1d)(b).

1. Claimant, Kristi Potochnik, is an adult and resides at 2111 N. 10th St., Sheboygan, WI 53081.

2. On March 3, 2014, Kristi Potochnik was walking on a public sidewalk near the Q Mart located at 1006 Geele Avenue, Sheboygan, Wisconsin. Kristi Potochnik stepped off the curb, at North 10th Street at Geele Avenue, to proceed across the street, onto a snow-covered curb drain, which was missing a bar. Her right foot and leg went through the drain.

3. Kristi Potochnik sustained injuries to her right leg, right knee, back, pain and suffering, past and future, and medical expenses, past and future.

4. At all times material, the City of Sheboygan had actual notice of the claimants' injuries and damages and of the above described incident.

5. As a direct result of the negligence of the City of Sheboygan to maintain the curb drain near the intersection of North 10th Street and Geele Avenue, Sheboygan, Wisconsin, Kristi Potochnik sustained injuries and damages as follows:

a. Past medical and hospital expenses in the sum of $4,614.23

b. Past pain and suffering in the sum of $5,385.77

SLH Services
Server Steph Ekl
Date 1-20-15 Time 11:35 AM

WHEREFORE, claimants demand satisfaction as follows:

1. Kristi Potochnik demands satisfaction in the amount of $10,000.00 against the City of Sheboygan.

Dated this 14 day of January, 2015.

DUBIN & BALISTRERI, LTD.
Attorneys for Claimant Kristi Potochnik

Peter S. Balistreri
State Bar No. 1010401

DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202
Tel: (414) 277-0600
Fax: (414) 277-5097
E-mail: peter@d-blaw.net

KRISTI POTOCHNIK
DATE OF ACCIDENT: 03/03/2014
ITEMIZATION OF SPECIAL DAMAGES

PROVIDER	TOTAL
Aurora Sheboygan Memorial Dr. Timothy C. Koch, D.O. 3/3/14	$2,137.73
Aurora Sheboygan Memorial Dr. Timothy C. Koch, D.O. 3/9/14	$1,677.50
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 3/11/14	$201.00
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 5/16/14	$299.00
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 6/9/14	$299.00
TOTAL MEDICAL EXPENSE:	$4,614.23

Updated January 14, 2015

II

3.12

R. O. No. 13 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a Notice of Circumstances Giving Rise To Claim and Claim Pursuant to Wis. Stat. 893.80 regarding Kristi Potochnik and her alleged injuries when she stepped on a curb drain with a missing bar.

Finance

Susan Richards
City Clerk

Claim # 5-14
Rec'd - LS Schroeder
APR 25 '14 AM 9:02

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO WIS. STAT. § 893.80

BY PERSONAL SERVICE

TO: John Dolson, Clerk
City of Sheboygan City Hall
828 Center Ave., Suite 100
Sheboygan, WI 53081

Stephen G. McLean
City of Sheboygan City Attorney
828 Center Ave., Suite 304
Sheboygan, WI 53081

CLAIMANT: Kristi Potochnik
2111 N. 10th St.
Sheboygan, WI 53081

SLH Services
Server Stephen
Date 4-25-14 Time 8:45 AM

PLEASE TAKE NOTICE that the claimant, KRISTI POTOCHNIK, by her attorneys, Dubin & Balistreri, Ltd. by Carl L. Dubin, states that the following circumstances give rise to a claim:

1. That on March 3, 2014, the claimant, KRISTI POTOCHNIK, was walking on a public sidewalk near the Q Mart located at 1006 Geele Avenue, Sheboygan, Wisconsin. The claimant stepped off the curb, at North 10th Street at Geele Avenue, to proceed across the street, onto a snow-covered curb drain, which was missing a bar. See attached photographs. Her right foot and leg went through the drain. The claimant sustained multiple personal injuries.

2. That as a direct result of the negligence of the City of Sheboygan to maintain the curb drain near the intersection of North 10th Street and Geele Avenue, Sheboygan, Wisconsin, the claimant sustained multiple personal injuries and damages.

WHEREFORE, claimant, whose name and address are stated above, claims relief against the City of Sheboygan for a total claim, to include but not limited to permanent injuries, pain and suffering, medical expenses and related expenses.

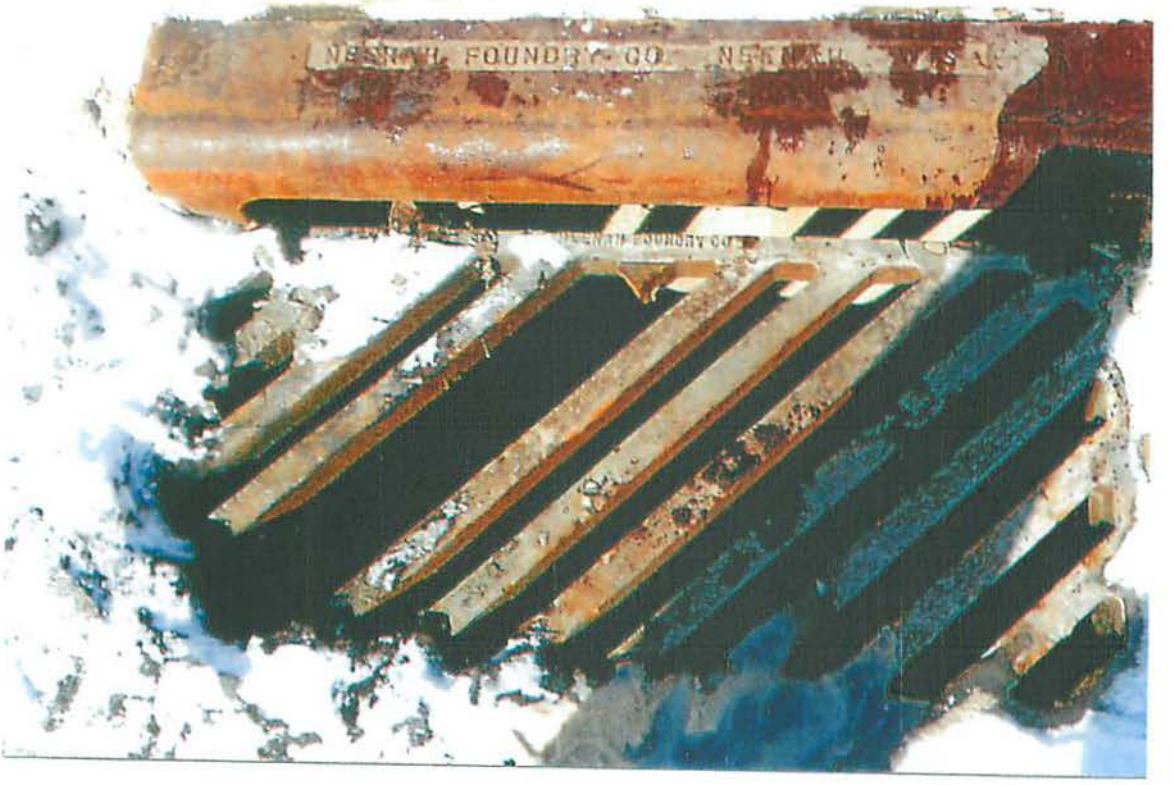
Dated this 15th day of April, 2014.

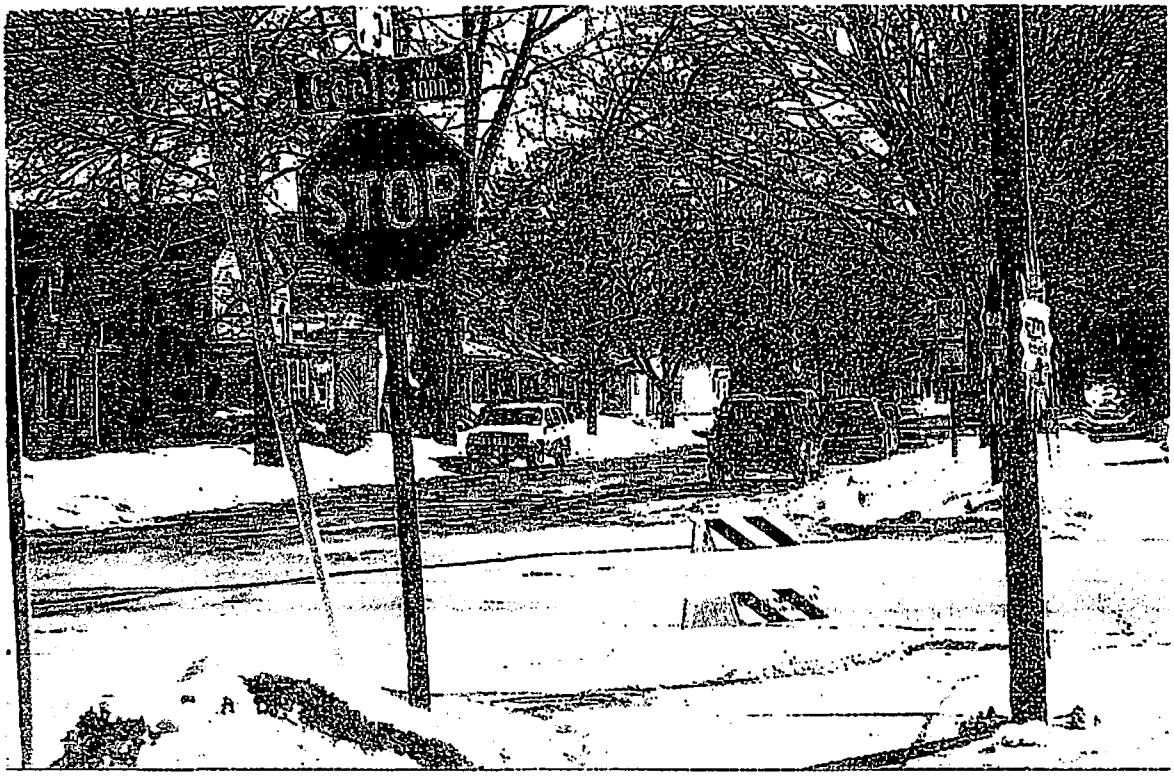
DUBIN & BALISTRERI, LTD.
Attorney for Claimant

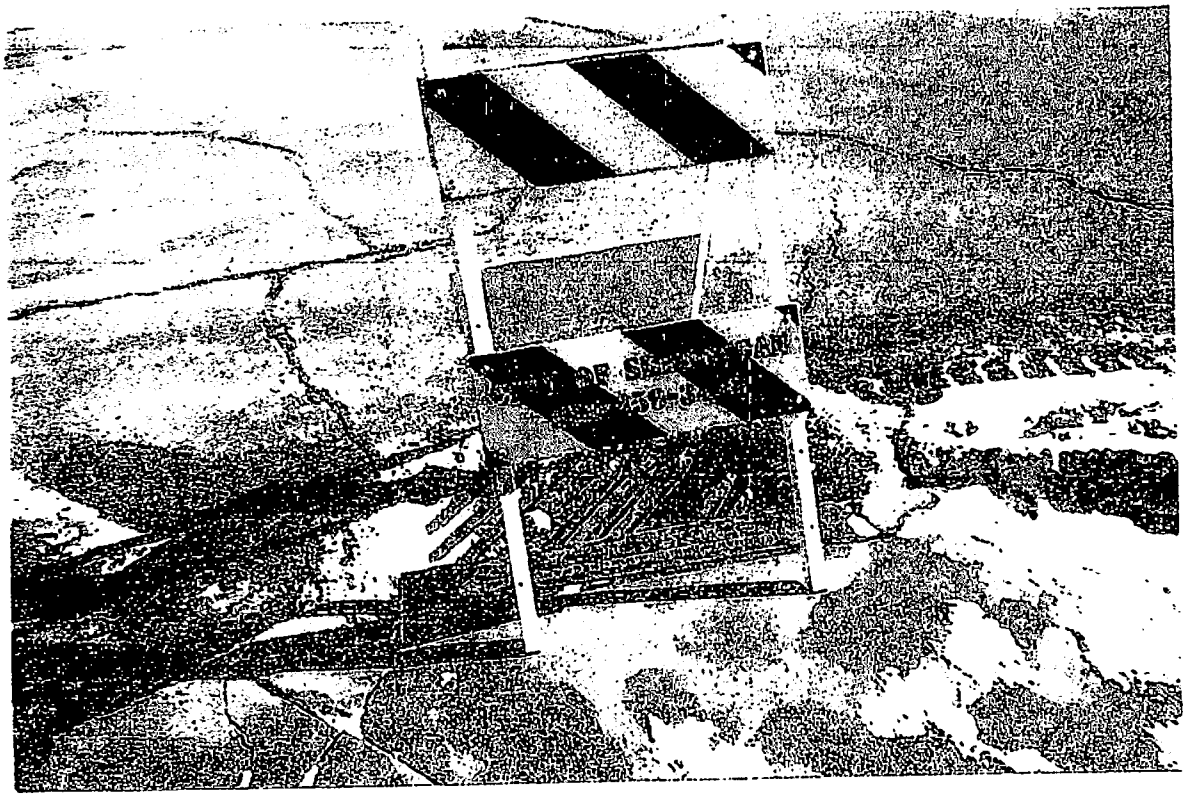
By: _____
Carl L. Dubin
State Bar No. 1009717

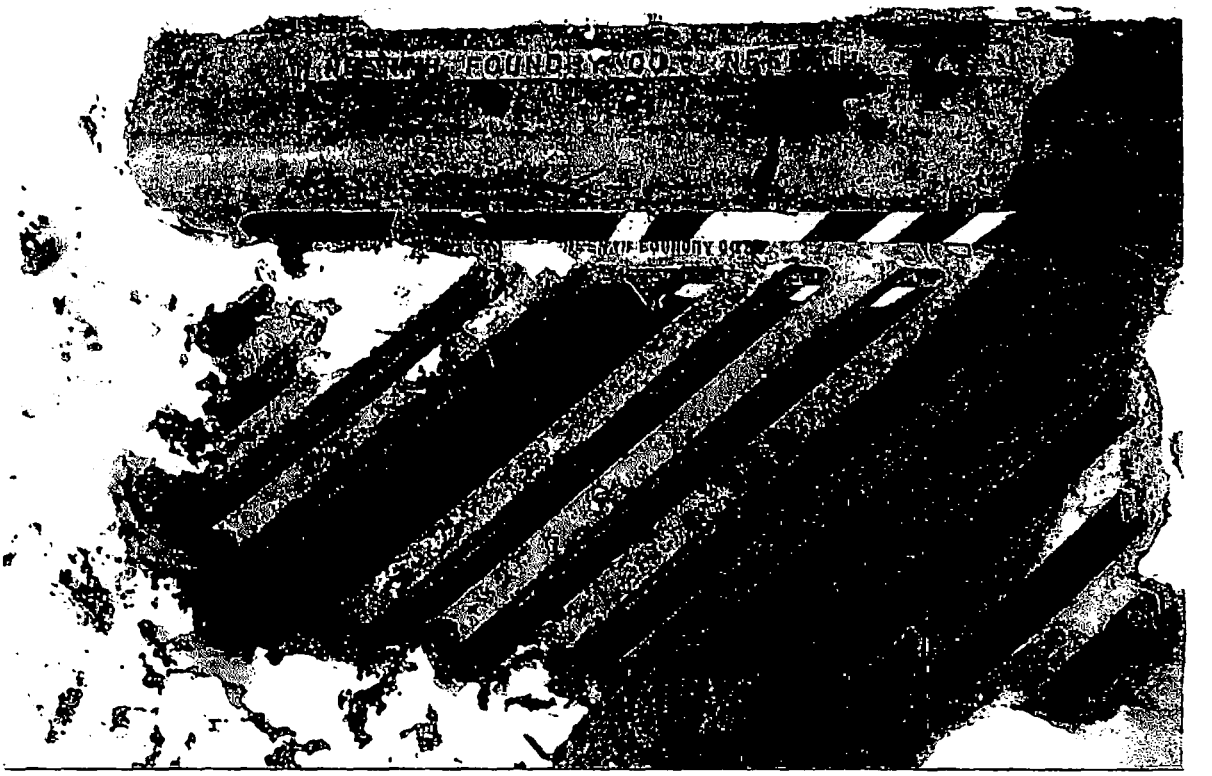
DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202-2367
Tel: (414) 277-0600
Fax: (414) 277-5097


Geele
STOP


FOUNDRY CO


STOP





II

4.3

R. O. No. 209 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a communication from Trover Solutions, Inc., on behalf of their insured Mary A. Dolson and their client IMT Insurance Company.

Susan Richards
City Clerk

Finance

II

#27-14
LSSchroeder
12-17-14

Trover
Solutions, Inc.
P.O.Box 36220
Louisville, KY 40233-6220
FAX: (800) 723-4869

December 15, 2014 12-17-14

CLARK KLEINHANS
CITY OF SHEBOYGAN
SUITE 100 - CLERKS OFFICE
828 CENTER AVE
SHEBOYGAN WI 53081

RE:	Our Insured:	Mary A Dolson #8-14
	Our Client:	IMT INSURANCE COMPANY
	Date of Incident:	6/5/2014
	Event Number:	TPCS - 2791413 - 4068011
	Amount Paid:	$4541.92

Dear CLARK KLEINHANS,

Trover Solutions has been retained to handle the subrogation portion of this claim by IMT INSURANCE COMPANY. I understand that you may have previously been contacted by a(n) IMT INSURANCE COMPANY adjuster. Please direct any future correspondence, telephone calls, or payments to Trover Solutions at the address listed above. Be sure to include the Trover Solutions event number (TPCS - 2791413 - 4068011), on any documents you send. Prior to issuing any checks, please contact me at the number listed below to verify full payment is being sent.

Our investigation reveals that you or your insurance company is responsible for the repayment of the insured's damages. We are hereby advising you of our right of recovery.

If you are insured, please forward this letter to your insurance company or call me today with your insurance company information so that we many contact them directly.

Sincerely,

Bassett

Simri A. Bassett
(855) 254-0254

TPCS - 2791413 - 4068011/ZSDNIE

From:
Trover Solutions
P.O. Box 36220
Louisville, Kentucky 40233-6220

Taxpayer ID : 61- 1141758

Contact Information:
Examiner: Simri A. Bassett
Phone: (855) 254-0254
Fax: (800) 723-4869
Email: sbassett@troversolutions.com
Event # : TPCS-2791413-4068011

REQUEST FOR PAYMENT
CASE STATEMENT FOR ADDITIONAL HO COVERAGES
Date of Loss: 6/5/2014

ATTENTION:
AMOUNT IS SUBJECT TO CHANGE, PLEASE CONTACT TROVER SOLUTIONS PRIOR TO SETTLEMENT.

Statement sent to : CLARK KLEINHANS
CITY OF SHEBOYGAN

Your Claim # :
Insured : Mary A Dolson
Policy # : HMZ6331
Claimant : MARY A DOLSON

Instructions:
- **Please include TPCS-2791413-4068011 on all payments and correspondence to expedite processing.**

Payment Date	Service Dates		Payee	Check Number	Payment
	Start Date	End Date			

Type: INDEMNITY PAYMENTS

06/16/2014			MARY ANN DOLSON -AND- BA	500054212	$2896.83
06/24/2014			MARY ANN DOLSON	500054238	$645.09

Total Claims Paid for INDEMNITY PAYMENTS

$3541.92

Total Claims Paid	**$3,541.92**
Recovered to Date	**($0.00)**
Deductible	**$1,000.00**
Outstanding Amount	**$4,541.92**

FootNote:
If an insured's deductible or out-of-pocket expenses are listed, we are requesting payment as a courtesy to our client's insured.
Client's Claim #:2014F5809-2220959-ENDRS

Badger State Restoration

P.O. Box 275, Plymouth WI 53073

Client:	Mary Ann Dolson
Property:	2421 N 6th Street Sheboygan, WI 53083

Operator Info:

Operator:	CVOIGHT

Estimator:	Curtis Voight	Business:	(920) 946-9477
Company:	Badger State Restoration	E-mail:	badgerstaterestoration@gmail.com
Business:	P.O. BOX 275 Plymouth, WI 53073		

Reference:		Business:	(920) 946-9477
Company:	Curtis Voight	E-mail:	badgerstaterestoration@gmail.com
Business:	P.O. BOX 275 Plymouth, WI 53073		

Type of Estimate:

Date Entered: 6/4/2014 Date Assigned:

Price List:	WIAP7X_MAY14
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	DOLSON-MARYANN

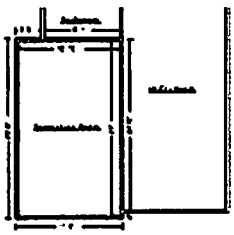
Badger State Restoration signifies comprehensive communication, superior craftsmanship and the highest in customer care.

Badger State Restoration

P.O. Box 275, Plymouth WI 53073

DOLSON-MARYANN

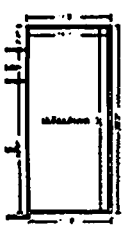
Main Level



Recreation Room **Height: 8'**

477.33	SF Walls	205.83	SF Ceiling
683.17	SF Walls & Ceiling	205.83	SF Floor
22.87	SY Flooring	59.67	LF Floor Perimeter
59.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Water extraction from carpeted floor - Category 3 water	102.92 SF	0.00	1.10	113.21
Tear out wet carpet pad, cut/bag - Category 3 water	205.83 SF	0.53	0.00	109.09
Clean floor	205.83 SF	0.00	0.25	51.46
Apply anti-microbial agent	205.83 SF	0.00	0.19	39.11
Contents - move out then reset - Extra large room	1.00 EA	0.00	119.34	119.34
Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	205.83 SF	0.56	0.00	115.26
Carpet pad - High grade	205.83 SF	0.00	0.80	164.66
Carpet - Premium grade	205.83 SF	0.00	5.64	1,160.88
R&R 1/2" drywall - hung, taped, ready for texture	12.00 SF	0.32	1.18	18.00
Texture drywall - light hand texture	64.00 SF	0.00	0.33	21.12
Paint the surface area - two coats	152.00 SF	0.00	0.61	92.72
Totals: Recreation Room				2,004.85



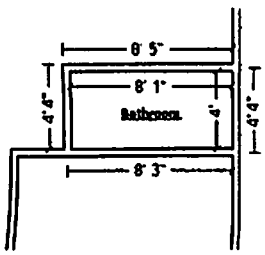
Utility Room **Height: 8'**

593.33	SF Walls	288.17	SF Ceiling
881.50	SF Walls & Ceiling	288.17	SF Floor
32.02	SY Flooring	74.17	LF Floor Perimeter
74.17	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean floor	288.17 SF	0.00	0.25	72.04

CONTINUED - Utility Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Contents - move out then reset - Extra large room	1.00 EA	0.00	119.34	119.34
Apply anti-microbial agent	288.17 SF	0.00	0.19	54.75
Water extraction from carpeted floor - Category 3 water	144.08 SF	0.00	1.10	158.49
Totals: Utility Room				404.62



Bathroom — **Height: 8'**

193.33 SF Walls	32.33 SF Ceiling
225.67 SF Walls & Ceiling	32.33 SF Floor
3.59 SY Flooring	24.17 LF Floor Perimeter
24.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean floor	32.33 SF	0.00	0.25	8.08
Apply anti-microbial agent	32.33 SF	0.00	0.19	6.14
Totals: Bathroom				14.22
Total: Main Level				2,423.69

General

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA	0.00	114.72	344.16
1 unit 3 days.				
Air mover axial fan (per 24 hour period) - No monitoring	12.00 EA	0.00	29.78	357.36
4 units 3 days.				
Equipment setup, take down, and monitoring (hourly charge)	4.00 HR	0.00	44.37	177.48
Haul debris - per pickup truck load - including dump fees	1.00 EA	108.16	0.00	108.16

CONTINUED - General

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Equipment decontamination charge - per piece of equipment	5.00 EA	0.00	29.76	148.80
Totals: General				1,135.96
Line Item Subtotals: DOLSON-MARYANN				**3,559.65**

Adjustments for Base Service Charges	Adjustment
Drywall Installer/Finisher	200.72
Painter	74.15
Total Adjustments for Base Service Charges:	274.87
Line Item Totals: DOLSON-MARYANN	**3,834.52**

Grand Total Areas:

1,264.00	SF Walls	526.33	SF Ceiling	1,790.33	SF Walls and Ceiling
526.33	SF Floor	58.48	SY Flooring	158.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	158.00	LF Ceil. Perimeter
526.33	Floor Area	569.64	Total Area	1,264.00	Interior Wall Area
904.50	Exterior Wall Area	100.50	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Badger State Restoration

P.O. Box 275, Plymouth WI 53073

Summary

Line Item Total			3,559.65
Total Adjustments for Base Service Charges			274.87
Material Sales Tax	@	5.000%	62.31
Replacement Cost Value			**$3,896.83**
Net Claim			**$3,896.83**

Curtis Voight

PILON ADJUSTMENT SERVICE, INC.
347 Winnebago Dr, P.O. BOX 521
Fond du Lac, WI 54936-0521
Ph (920) 921-1810 Fax (920) 921-7222
www.pilonadjustment.com

Claim #	2014F5809	Claim Rep:	IMT – Radke, Michelle
File #	P20580	Date of Loss:	06-05-14
Insured:	Dolson, Mary Ann	Date Assigned:	06-16-14
Claimant:		Date Contacted:	06-16-14
Loss Type:		Date Inspected:	06-17-14
Appraiser:	Gigante, Frank	Date Closed:	06-17-14

Assignment Instructions:
Scope sewer damaged basement and contents.

Appraiser Comments:
Dell Inspiron 1300 Laptop msrp = $1027.00 (no longer made)
Dell Inspiron 15 Laptop retail = $399.99 (current replacement model)

Draft Directions:

Notes:
The basement clean-up and damage repairs were completed prior to our inspection. The new carpet was installed after I left.

Badger State Restoration
Total Loss Report
Mary Ann Dolson

Inventory Export								
Date Published: June 05, 2014								
Job Number: 242111								
Date Of Loss: June 04, 2014								
Room	**Category**	**Description**	**Model**	**Serial #**	**Age**	**Qty**	**Note**	**Original Cost**
Basement	Other Items	Wireless computer mouse	1383		5 yrs	1	Microsoft	$15.00
Basement	Electronics	Ac adapter	PA 1600 06d2		7 yr	1	Dell	$10.00
Basement	Other Items	Laptop bag			7 yr	1	With wheels and handle	$50.00
Basement	Electronics	Laptop Computer	Pp21L	32758139629	7 yr	1	Dell	$399.99
							Total Loss	$474.99

repl. cost

The **Dell Inspiron 1300** is a 15.4" widescreen notebook, depending on how you configure it the Inspiron 1300 can be considered a budget offering or a mainstream type notebook with decent performance. The following is a review of the Inspiron 1300.

MSRP = $1027.00

NO LONGER PRODUCED

Dell Inspiron 1300 collapsed open (view larger image)

Specs for Inspiron 1300 as reviewed:

- Intel Pentium M Processor 740 (1.73GHz/2MB Cache/400MHz FSB*)
- 15.4-inch WXGA display
- 512MB of RAM (2 stick configuration)
- Intel integrated Media Accelerator 900 graphics card
- 60GB Hard Drive (5400RPM)
- Microsoft Windows XP Home
- 24x CD Burner/DVD Combo drive
- Dell 1470 Internal Wireless 802.11a/b/g
- 56Kbps Modem and Integrated Network Card (ethernet)
- Dimensions: Height 1.41", Width 14.0", Depth 10.5"
- Weight: 6.7lbs (with 4-cell battery)
- 4-cell Lithium Ion Battery
- Ports: 3 USB 2.0, VGA out, Modem RJ-11, Ethernet RJ-45, audio line-out (for speakers headphones), external microphone port, ExpressCard 34 slot
- 1 yr. warranty
- Final Price (after using $250 off Dell coupon): $1,027 – $250 Off Dell Coupon Code + $49.00 Shipping + $69.17 Tax = $895.17

Dell Inspiron 15 - Core i3 1.9 GHz - 500 GB HDD / 5400 rpm - 15.6" ...

#2 in Dell Laptops

Dell Inspiron Windows OS Touchscreen 15.6 inch 4 GB RAM 500 GB drive Intel CPU Intel GPU 1366 x 768

Handle tasks easily and stay connected with the reliable, budget-friendly Inspiron 15. Enjoy solid performance and easy access to music, photos and videos. Enjoy easy access to ... more »

$399.99 Sears +$22.00 tax. Free shipping

4,332 seller reviews

$477.77 Top Brand Product
$477.77 Big City Supply
$449.99 Big Deals Direct Online

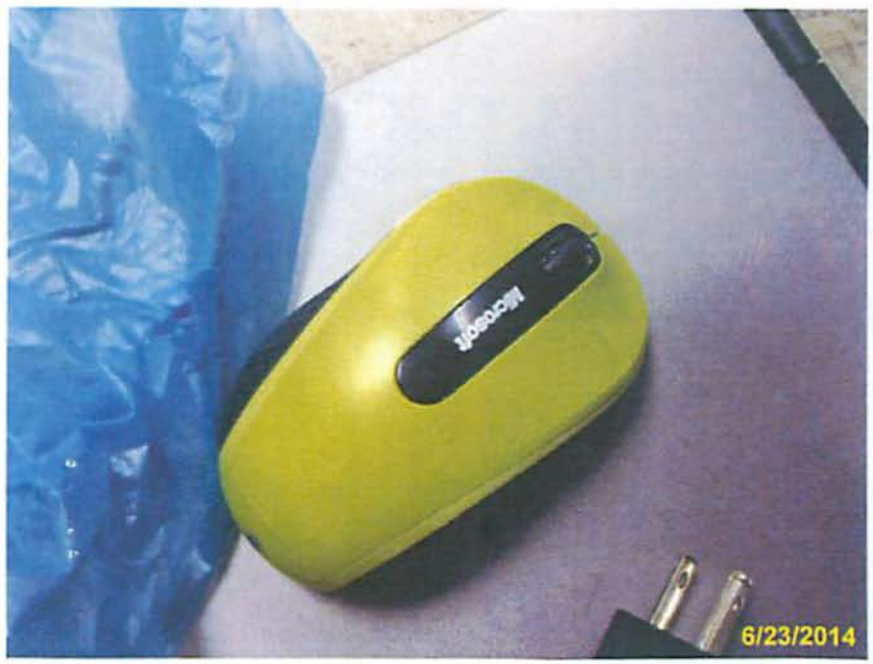
Compare prices from 4 stores

Save to Shortlist

Similar Replacement Model

only section of wall replaced. Sewer pipe inside

same




DELL
6/23/2014


6/23/2014


DELL
6/23/2014


6/23/2014

II

3.2

R. O. No. 64 - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting a Summons and Complaint in the matter of Bank of America, N.A. vs Michelle M. Zabel et al.

Finance

Susan Richards
City Clerk

II

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Bank of America, N.A.
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS
Case No: 14CV0323

vs

Case Code: 30404

Michelle M. Zabel
2034 North 10th Street
Sheboygan, WI 53081

Robert J. Zabel
2034 North 10th Street
Sheboygan, WI 53081

City of Sheboygan, Wisconsin, Department of City Development
807 Center Avenue
Sheboygan, WI 53081

Defendants

CLERK CIRCUIT COURT
FILED
14 MAY 22 P12:51
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

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

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

and to the plaintiff's attorney whose address is:

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

You may have an attorney help or represent you.

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

Dated this 20th day of May, 2014

Atty. Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

Process Server: G. Schumacher
Time: 11:00 am Date: 6-9-14
Address of Serve:

Person Served:

Person Posted

Substitute Corporate

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Bank of America, N.A.
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

COMPLAINT
Case No: 14CV0323

vs

Case Code: 30404

Michelle M. Zabel
2034 North 10th Street
Sheboygan, WI 53081

Robert J. Zabel
2034 North 10th Street
Sheboygan, WI 53081

City of Sheboygan, Wisconsin, Department of City Development
807 Center Avenue
Sheboygan, WI 53081

Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

1. That Bank of America, N.A. is the plaintiff in this action and is a foreign corporation with offices located at 4161 Piedmont Parkway, NC4-105-03-04, Greensboro, NC 27416. Bank of America, N.A., directly or through an agent, has possession of the promissory note. The promissory note has been duly indorsed. Bank of America, N.A. is the current mortgagee of record.
2. That Michelle M. Zabel is an adult who, upon information and belief, resides at 2034 North 10th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
3. That Robert J. Zabel is an adult who, upon information and belief, resides at 2034 North 10th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
4. That City of Sheboygan, Wisconsin, Department of City Development is a party to this action by virtue of a Junior Mortgage between Michelle M. Zabel and Robert J. Zabel, mortgagors, and City of Sheboygan, Wisconsin, Department of City Development, mortgagee, dated May 3, 2005 and recorded May 31, 2005 as document number 1766554 in the amount of $7,000.00.

5. That City of Sheboygan, Wisconsin, Department of City Development is a party to this action by virtue of a Junior Mortgage between Michelle M. Zabel and Robert J. Zabel, mortgagors, and City of Sheboygan, Wisconsin, Department of City Development, mortgagee, dated May 3, 2005 and recorded May 31, 2005 as document number 1766555 in the amount of $14,333.00.
6. On or about August 29, 2003 for value received, mortgagors executed and delivered to the original lender, Countrywide Home Loans, Inc., a note in writing dated that date and thereby promised to pay interest on the principal balance of $89,594.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagors duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. which mortgage was recorded September 5, 2003 as document number 1706229. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to Countrywide Home Loans, Inc., by an assignment recorded on October 15, 2007 as document number 1837808.
9. That mortgage was subsequently assigned to Bank of America, N.A., by an assignment recorded on May 19, 2014 as document number 1986348. A copy of said assignment is attached to this complaint as Exhibit "C".
10. The mortgagors failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagors owes for the December, 2013 and subsequent payments and owes a principal balance of $75,105.32 accruing interest at the current rate of 6.50000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
11. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagors in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
12. The property consists of a Single Family Property known as 2034 North 10th Street, Sheboygan, WI 53081. The property does constitute the homestead of the mortgagors and has not been abandoned by the mortgagors. The legal description of the property is as follows:

    LOT NUMBER EIGHT (8), BLOCK NUMBER TWO (2), ASSESSMENT SUBDIVISION NUMBER TWELVE (12) OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

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

WHEREFORE, plaintiff demands judgment:

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

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

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

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

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

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

Dated this 20th day of May, 2014

Atty. Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

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

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

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

Prepared by: JACQUELYN R. LOBERG

Wisconsin

LOAN #:

NOTE

FHA Case No.
WI5812534811703

AUGUST 29, 2003
[Date]

2034 NORTH 10TH ST, SHEBOYGAN, WI 53083
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE HOME LOANS, INC.
and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of
EIGHTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. $ 89,594.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX & ONE-HALF
percent (6.500 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on OCTOBER 1ST, 2003 . Any principal and interest remaining on the first day of SEPTEMBER, 2033 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at
P.O. Box 660694, Dallas, TX 75266-0694
or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ 566.30 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

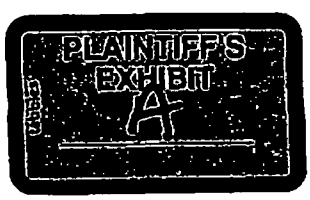
(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.



CASE #: WI5812534811703 LOAN #:

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Robert J. Zadel (Seal)
ROBERT J. ZADEL -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
BANK OF AMERICA, N.A.
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC
BY Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

PAY TO THE ORDER OF
Countrywide Home Loans, Inc
Without Recourse
Countrywide Home Loans Servicing LP
BY
David A. Spector
Managing Director

PAY TO THE ORDER OF
Countrywide Home Loans Servicing LP
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC
BY
David A. Spector
Managing Director

PAY TO THE ORDER OF
WITHOUT RECOURSE
BANK OF AMERICA, N.A.
BY
DONALD W WHALEY
ASSISTANT VICE PRESIDENT

1706229

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
09/05/2003 11:11AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 29.00
TRANSFER FEE:
STAFF ID 11
TRANS # 28946
OF PAGES: 10

DOCUMENT NUMBER:

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

PARCEL IDENTIFIER NUMBER:
59281704210

[Space Above This Line For Recording Data]

WI5812534811703
[Case #]

0003151438608003
[Doc ID #]

FHA Case No.
WI5812534811703

State of Wisconsin

MIN 1000157-0002913307-7

THIS MORTGAGE ("Security Instrument") is given on AUGUST 29, 2003 . The Mortgagor is ROBERT J ZABEL, A MARRIED MAN

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
COUNTRYWIDE HOME LOANS, INC.
("Lender") is organized and existing under the laws of NEW YORK , and has an address of
4500 Park Granada, Calabasas, CA 91302-1613
Borrower owes Lender the principal sum of
EIGHTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S.$ 89,594.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01, 2033 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 2034 NORTH 10TH ST, SHEBOYGAN
[Street, City]
Wisconsin 53083 ("Property Address");
[Zip Code]

PLAINTIFF'S EXHIBIT

File No.: 300942

EXHIBIT A

Lot Number Eight (8), Block Number Two (2), Assessment Subdivision Number Twelve (12) of the City of Sheboygan, according to the recorded plat thereof.

Tax Key #59281704210

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Growing Equity Rider
- ☐ Graduated Payment Rider
- ☒ Other [specify] Section 248

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert J. Zabel _____ (Seal)
ROBERT J. ZABEL -Borrower

Michelle M Zabel _____ (Seal)
MICHELLE M ZABEL JOINS THE EXECUTION OF THE MORTGAGE SOLELY FOR PURPOSES OF COMPLYING WITH WIS STAT §706.02(1)(f) -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this 8-29-03

by Robert J. Zabel + Michelle M. Zabel

My Commission Expires: 9-12-04

Notary Public, State of Wisconsin

This instrument was prepared by JACQUELYN R. LOBERG
COUNTRYWIDE HOME LOANS, INC.
1524 SOUTH 108TH STREET, WEST ALLIS, WI 53214-3019

(Seal)

RIDER FOR SECTION 248 MORTGAGE

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
59281704210

Prepared By:
JACQUELYN R. LOBERG
COUNTRYWIDE HOME LOANS, INC.

1524 SOUTH 108TH STREET
WEST ALLIS
WI 53214-4019

FHA Case No.
WI5812534811703

Initials: RZ

THIS RIDER FOR SECTION 248 MORTGAGE is made this 29th day of AUGUST, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to
COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
2034 NORTH 10TH ST
SHEBOYGAN, WI 53083
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. The interests of the Borrower in the Property described above were created by a lease agreement from , as lessor, dated . Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease.

B. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal District Court, or other court of competent jurisdiction. Section 248(f)(5) of the National Housing Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the Property and to order eviction of the delinquent Borrower.

C. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.

D. This Security Instrument may be assumed, subject to credit approval by the Lender and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause an adjustment of the interest rate.

E. A sale of Property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider for Section 248 Mortgage.

_____ (Seal)
ROBERT J. ZABEL -Borrower

_____ (Seal)
MICHELLE M ZABEL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE BAR OF WISCONSIN FORM 14- 1998

ASSIGNMENT OF MORTGAGE

Document Number

1986348
SHEBOYGAN COUNTY, WI
RECORDED ON
05/19/2014 3:05 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Countrywide Home Loans, Inc., Assignor, for a valuable consideration assigns to Bank of America, N.A., the Mortgage executed by Michelle M. Zabel, Robert J. Zabel to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. on August 29, 2003 and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin, on September 5, 2003 as Document Number 1706229.

Said Mortgage secures an original principal balance of $89,594.00

For information purposes only:
Address: 2034 North 10th Street, Sheboygan, WI 53081

Recording Area

Name and Return Address

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

59281704210
Parcel Identification Number (PIN)

LOT NUMBER EIGHT (8), BLOCK NUMBER TWO (2), ASSESSMENT SUBDIVISION NUMBER TWELVE (12) OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

This Assignment is made without recourse.
Assignor is the mortgagee of record and has good right to assign it.

LAUNI DEE COOPER
Notary Public, State of Texas
My Commission Expires
July 08, 2014

Dated this 15 day of May, 2014.

Countrywide Home Loans, Inc.

*BY: Nina Danielle Escamilla
Assistant Vice President

AUTHENTICATION

Signature(s) 5-15-14

Andrea Roberson Darkoh

authenticated this 15 day of May, 2014.

*

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:
Chaz M. Rodriguez, State Bar No. 1063071

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

State of TEXAS)
County of DALLAS)

Personally came before me this 15 day of May, 2014 the above named

Nina Danielle Escamilla

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

* Launi Dee Cooper
Notary Public, State of Texas

My Commission is permanent.
(If not, state expiration date: July 08, 2014)

* Names of persons signing in any capacity should be typed or printed below their signatures

PLAINTIFF'S EXHIBIT C

VI

5.5

R. C. No. 350- 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

1. R. C. No. 447-12-13 by Finance who met and discussed the following:

- R. O. No. 74-12-13 by the City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car

- R. O. No. 169-12-13 by the City Clerk submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr

- R. O. No. 224-12-13 by the City Clerk submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water at Kiwanis Park

- R. O. No. 245-12-13 by the City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel

recommends that the documents be referred to the Finance Committee of the new Common Council.

Finance new C.C.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.9

R. C. No. 447 - 12 - 13. By FINANCE. April 3, 2013.

Your Committee met and discussed the following:

1. R. O. No. 74-12-13 by City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

RC 45-13-14 6-17-13

2. R. O. No. 130-12-13 by City Clerk submitting a Notice of Injury of Annalee Kruger, pursuant to Wis. Stats. Sec. 893.80(1) regarding alleged injuries when a School Bus failed to yield the right of way when making a left turn, striking Ms. Kruger.

3. R. O. No. 169-12-13 by City Clerk submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

RC 46-13-14 6/17/13

4. R. O. No. 199-12-13 by City Clerk submitting a communication from American Family Insurance regarding their insured Cheryl Escher and alleged damages done to her parked vehicle when it was struck by a City vehicle.

5. R. O. No. 224-12-13 by City Clerk submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

6. R. O. No. 245-12-13 by City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

RC 47-13-14 6/17/13

7. R. O. No. 286-12-13 by City Clerk submitting a claim from Denise K. Roberts for alleged injuries sustained when she slipped on ice in front of the Police Department.

8. R. O. No. 301-12-13 by City Clerk submitting a Notice of Circumstances giving rise to claim for damages pursuant to Sec. 893.80, Wis. Stats. to the Redevelopment Authority and the City of Sheboygan.

Finance off
Res CC.

(4/14/14)

MW

IV

9. R. C. No. 393-11-12 by Special Committee on Risk Management Committee to whom was referred various documents;

recommends that the documents be referred to the Finance Committee of the new Common Council.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 74 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

Finance
new C.C.

Susan Richards
City Clerk

II

DATE RECEIVED 6/20/2012 Long RECEIVED BY ~~Deborah Tomaczy~~

CLAIM NO. ~~14-00828480~~ 7-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: UNITED AUTO PARTS LLC
2. Home address of Claimant: N/A
3. Home phone number: N/A
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 3/15/2012 10:37AM
6. Where did damage or injury occur? (give full description)
   Hit While parked Accident
7. How did damage or injury occur? (give full description)
   our Insured Vehicle was parked and was hit by Sheyboygan city worker
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: C12-05065 (Sheyboygan Police)
   (b) Claimant's statement of the basis of such liability:
   N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A
   (b) Claimant's statement of basis for such liability: N/A

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, RYAN SAZAMA

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

NO Injuries

11. Name and address of any other person injured: NO

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

Auto: $ 204.13

Property: $

Personal injury: $

Other: (Specify below deductible $ 500.00

TOTAL $ 704.13

Damaged vehicle (if applicable)

Make: CHEVY Model: SONIC Year: 2012 Mileage: N/A

Names and addresses of witnesses, doctors and hospitals:

NO

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

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

City of Sheyboygan
driver: Brian Sandberg
1609 Parknoll Ln
Port Washington
WI 53074

SIGNATURE OF CLAIMANT _____ DATE _____

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

DATE RECEIVED 6/20/2012

RECEIVED BY Rebekah Tavarez

CLAIM NO. 1400828480

CLAIM

Claimant's Name: United Auto Parts LLC

Claimant's Address: N/A

N/A

Claimant's Phone No. N/A

Auto	$	204.13
Property	$	
Personal Injury	$	
Other (Specify below)	$	500.00 deduct
TOTAL	$	704.13

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 704.13 .

SIGNED Rebekah S Tavarez DATE: 6/20/2012

ADDRESS: The Hanover Insurance Claims Only
P.O. BOX 15149 Worcester Ma 01615-0145

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

Hanover Insurance Group

Unsaved Work | Help | About

Go to (Alt+/) Go

Desktop
Search
Address Book
Claim (14-00828480)
Vacation

● | Pol: AW1-3168958-03 | Ins: UNITED AUTO PARTS LLC | DoL: 03/15/2012 | St: Open | Adj: F
Unit Mgr: Mark Moretti)

Actions
Summary
Workplan
Loss Details
Exposures
Parties Involved
Policy
Financials
Notes
Documents
Plan of Action
Subrogation
Litigation
History
FNOL Snapshot
Calendar

proof of payments

Check Details(Up to Financials (Total Incurred: $204.13): Checks)
SummaryTransactionsChecksFinancial Audit

Void/Stop

Check		M:
Check Number	05490189	Re
Bank Code		M:
In Payment Of	Appraised damages, less $500 deductible	
		Pa
	Robert's Rusch Autobody	Ch
Pay To The Order Of	AND UNITED AUTO PARTS LLC 1129 Indiana Ave Sheboygan,WI 53081	Tr H(Re
Primary Payee Name	Robert's Rusch Autobody	Pr
Joint Payee Name	UNITED AUTO PARTS LLC	Pr
Primary Payee Type	Vendor	Wl
Joint Payee Type	Named Insured	Ch
Payee Tax ID	39-0829344	Cr
Address	1129 Indiana Ave	Po
City	Sheboygan	Vc
State	WI	Re
Zip	53081	De
Net Amount	$204.13	To

Deduction Details		Nc
Gross Amount	$204.13	
Deductions	Deduction TypeCommentsAmount Sum:	
Details		Ap
Claimant	UNITED AUTO PARTS LLC	Da
Invoice Number		
Date of Service		
Service Description		

Payments

Pmt Type	Check Amount	Request Date	Scheduled Send Date	Exposure	PMS F
Final	$204.13	04/16/2012	04/16/2012	1	01

1-2-4-5-9-

The Hanover Insurance Group | The Hanover Insurance Company
Citizens Insurance Company of America

Subrogation Unit
PO Box 15149
Worcester MA 01615-0149
Telephone: 800-628-0250 Ext: 5817
Fax Number: 508-926-5660

May 11, 2012

CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN WI 53081

Re: Our Insured: UNITED AUTO PARTS LLC
Claim Number: 14-00828480 001
Date of Loss: 03/15/2012
Your Insured: City of Sheboygan
Your File Number: self insured

Dear Sir or Madam:

Our investigation indicated the above incident was caused by the negligence of your insured.

Enclosed are subrogation papers documenting our request for reimbursement of the following outlined payments:

Mar 15, 2012

Our Payment:	204.13
Deductible:	500.00
Total Claim:	704.13

Please forward your payment in the amount of $704.13.

RSTANACEA@Hanover.com

Thank you for your cooperation in this matter.

Sincerely,

Rebeka Tanacea

Rebeka Tanacea
Recovery Specialist
Allmerica Financial Benefit Insurance Company
5817

RSTANACEA@hanover.com

Enclosures: **Appraisal/Estimate**

RECEIVED MAY 24 2012

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, ~~DAVE BIEBEL~~ Ryan Sazanec

271-5657 (10/09)

Fraud Warning Statement for all States (except as individually listed below):
Any person who knowingly presents a false, incomplete, misleading or fraudulent claim, conceals any material fact to deceive an insurance company, knowingly presents false information in an application for insurance, or assists to commit a fraud, may be subject to criminal and civil penalties.

Fraud Warning Statement for the State of Arkansas only:
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning Statement for the State of Colorado only:
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Fraud Warning Statement for the District of Columbia only:
Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Fraud Warning Statement for the State of Florida only:
Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Fraud Warning Statement for the State of Indiana only:
A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Fraud Warning Statement for the State of Kentucky only:
Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Fraud Warning Statement for State of Maine only:
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Fraud Warning Statement for State of Maryland only:
Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning Statement for State of New Hampshire only:
Any person who with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Fraud Warning Statement for State of New Jersey only:
Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Fraud Warning Statement for State of North Carolina and Tennessee only:
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Warning Statement for the State of Ohio only:
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Fraud Warning Statement for State of Virginia only:
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

04/16/2012 AT 01:51 PM 14-00-828480-1-1
103229 27NH4190

THE HANOVER INSURANCE GROUP
CENTRAL CLAIM CENTER
808 HIGHLANDER WAY
HOWELL, MI 48843
(800)628-0250X3287

ESTIMATE OF RECORD

WRITTEN BY: JENNIFER ROBERTSON 04/16/2012 01:51 PM
ADJUSTER: HILARY COPELAND (800)628-0250X6731

INSURED: UNITED AUTO PARTS LLC, CLAIM #14-00-828480-1-1
OWNER: UNITED AUTO PARTS LLC, POLICY #AW13168958
ADDRESS: 36 THIRD STREET DATE OF LOSS: 03/15/2012 AT 10:37 AM
FOND DU LAC, WI 54935 TYPE OF LOSS: COLLISION
BUSINESS: (920)923-7111 POINT OF IMPACT: 7. LEFT REAR

INSPECT LOCATION: PR NON_DRIVE_IN

REPAIR FACILITY: ROBERT RUSCH BUSINESS: (920)452-8681
1129 INDIANA AVE DAYS TO REPAIR
SHEBOYGAN, WI 53081 LICENSE #

2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:
VIN: 1G1JA6SH8C4113935 LIC: UNK WI PROD DATE: ODOMETER: UNK

AIR CONDITIONING	REAR DEFOGGER	TILT WHEEL
TELESCOPIC WHEEL	INTERMITTENT WIPERS	KEYLESS ENTRY
REAR WINDOW WIPER	ALARM	MESSAGE CENTER
TINTED GLASS	DUAL MIRRORS	TRACTION CONTROL
STABILITY CONTROL	REAR SPOILER	CLEAR COAT PAINT
POWER STEERING	POWER BRAKES	POWER LOCKS
AM RADIO	FM RADIO	STEREO
SEARCH/SEEK	EQUALIZER	AUXILIARY AUDIO CONNECTIO
ANTI-LOCK BRAKES (4)	DRIVER AIR BAG	PASSENGER AIR BAG
HEAD/CURTAIN AIR BAGS	FRONT SIDE IMPACT AIR BAG	REAR SIDE IMPACT AIR BAGS
COMMUNICATIONS SYSTEM	CLOTH SEATS	BUCKET SEATS
AUTOMATIC TRANSMISSION	ALUMINUM/ALLOY WHEELS	

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#		NO SUPPLEMENTS WITHOUT PRIOR APPROVAL FROM JEN ROBERTSON	1			
2#						
3		PILLARS, ROCKER & FLOOR				
4*	BLND	LT UNISIDE ASSY (STL) (SAIL PANEL)	* *		S	0.8*
5		REAR DOOR				
6	BLND	LT OUTER PANEL (STL)				1.1
7	R&I	LT BELT W'STRIP W/O CHROME			0.2	
8	R&I	LT RUN W'STRIP			0.2	
9	R&I	LT HANDLE, OUTSIDE			0.4	
10		QUARTER PANEL				

04/16/2012 AT 01:51 PM 14-00-828480-1-1
103229 27NH4190

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
11	R&I	LT UPPER QTR TRIM			0.2	
12*	RPR	LT QUARTER PANEL			3.0*	2.6*
13		REAR LAMPS				
14	R&I	LT TAIL LAMP ASSY			0.4	
15		REAR BUMPER				
16*	R&I	R&I BUMPER COVER (DROP LEFT * SIDE) *			0.5*	
17#		CORROSION PROTECTION	1	10.00		
		SUBTOTALS ==>		10.00	4.9	4.5

ESTIMATE NOTES:
FOR PAYMENT INQUIRIES PLEASE CONTACT ADJUSTER HILARY COPELAND X 6731

PARTS			10.00
BODY LABOR	4.9 HRS	@$ 54.00/HR	264.60
PAINT LABOR	4.5 HRS	@$ 54.00/HR	243.00
PAINT SUPPLIES	4.5 HRS	@$ 34.00/HR	153.00
SUBTOTAL			$ 670.60
SALES TAX	$ 670.60	@ 5.0000%	33.53
TOTAL COST OF REPAIRS			$ 704.13
ADJUSTMENTS:			
DEDUCTIBLE			500.00
TOTAL ADJUSTMENTS			$ 500.00
NET COST OF REPAIRS			$ 204.13

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR1CJ12, CCC DATA DATE 04/02/2012, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. THE SYMBOL (<>) INDICATES THE REFINISH OPERATION WILL NOT BE PERFORMED AS A SEPARATE PROCEDURE FROM THE OTHER PANELS IN THE ESTIMATE. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORED PARTS ARE DESCRIBED AS RECOR. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2012 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PART NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP. THE FOLLOWING IS A LIST OF ADDITIONAL ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED. SYMBOLS FOLLOWING PART PRICE: M=MOTOR MECHANICAL COMPONENT. S=MOTOR STRUCTURAL COMPONENT. T=MISCELLANEOUS TAXED CHARGE CATEGORY. X=MISCELLANEOUS NON-TAXED CHARGE CATEGORY. SYMBOLS FOLLOWING LABOR: D=DIAGNOSTIC LABOR CATEGORY. E=ELECTRICAL LABOR CATEGORY. F=FRAME LABOR CATEGORY. G=GLASS LABOR CATEGORY. M=MECHANICAL LABOR CATEGORY. S=STRUCTURAL LABOR CATEGORY. (NUMBERS) 1 THROUGH 4=USER DEFINED LABOR CATEGORIES. OTHER SYMBOLS AND ABBREVIATIONS: ADJ.=ADJACENT. ALGN.=ALIGN. ALU=ALUMINUM. A/M=AFTERMARKET PART. BLND=BLEND. BOR=BORON STEEL. CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION. COMP REPL=COMPETITIVE REPLACEMENT (PART). D&R=DISCONNECT AND RECONNECT. HSS=HIGH STRENGTH STEEL. HYD=HYDROFORMED STEEL. INCL.=INCLUDED. LKQ=LIKE KIND AND QUALITY. LT=LEFT. MAG=MAGNESIUM. NON-ADJ.=NON ADJACENT. NSF=NSF INTERNATIONAL CERTIFIED PART. O/H=OVERHAUL. QTY=QUANTITY. QUAL RECY=QUALITY RECYCLED (PART). QUAL REPL=QUALITY REPLACEMENT(PART). REFN=REFINISH. REPL=REPLACE. R&I=REMOVE AND INSTALL. R&R=REMOVE AND REPLACE. RPR=REPAIR. RT=RIGHT. SAS=SANDWICHED STEEL. SECT=SECTION. SUBL=SUBLET. UHS=ULTRA HIGH STRENGTH STEEL. N=NOTE(S) ASSOCIATED WITH THE ESTIMATE LINE.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE USED IN CCC PATHWAYS THAT ARE NOT PART OF THE MOTOR CRASH ESTIMATING GUIDE: BAR=BUREAU OF AUTOMOTIVE REPAIR. EPA=ENVIRONMENTAL PROTECTION AGENCY. NHTSA=NATIONAL HIGHWAY TRANSPORTATION AND SAFETY ADMINISTRATION. PDR=PAINTLESS DENT REPAIR. VIN=VEHICLE IDENTIFICATION NUMBER.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 0

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

II

Other Matters

9.7

R. O. No. 169 - 12 - 13. By CITY CLERK. October 15, 2012.

Submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

Finance

new C.C.

Susan Richards
City Clerk

II

Claim # 14-12
OCT 12 '12 AM 9:47
LS Schneider

Kaster Law

735 W. Wisconsin Avenue
12th Floor
Milwaukee, WI 53233
P: 414-277-9696
F: 414-224-1411
lkaster@kaster-law.com

October 10, 2012

Via Certified Mail
City of Sheboygan
c/o City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Re: Notice of Claim Under Wisconsin Statute §§ 893.80 and 893.82

Dear Clerk:

Enclosed please find a Notice of Claim being filed on behalf of my client, Sandra Behr. I thank you for your consideration.

Sincere Regards,

Lucas Kaster
Attorney at Law

Enclosures

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

NOTICE OF CLAIM UNDER 893.80 AND 893.82, WIS. STATS.

TO: Attorney General J.B. Van Hollen
114 East State Capitol
Madison, WI 53702-7857

Sheboygan Police Department
1315 N 23rd St., # 101
Sheboygan, WI 53081

City of Sheboygan
c/o City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Hang Lor
Sheboygan Police Department
1315 N 23rd St., # 101
Sheboygan, WI 53081

PLEASE TAKE NOTICE that, pursuant to §§ 893.80 and 893.82, Wis. Stats., Sandra Behr, by her attorneys, KASTER LAW, 735 W. Wisconsin Ave., Twelfth Floor, Milwaukee, WI 53233, (414) 326-3270, hereby assert claims against the City of Sheboygan, Sheboygan Police Department, and Sheboygan Police Officer Hang Lor, in his individual and official capacity (hereinafter "City of Sheboygan et al.") for excessive use of force, negligence and batter in violation of Wisconsin law and the rights guaranteed by the Fourth Amendment of the U.S. Constitution and 42 U.S.C. §1983.

On or around June 14, 2012, Officer Hang Lor responded to a call near 1101 Erie Ave, Sheboygan, Wisconsin, 53081. The alleged incident occurred between Sandra Behr, her husband Ronald Behr, and the Behr's neighbors. At the time, Mrs. Behr was 68 years old and Mr. Behr was 63 years old. Mr. Behr was also confined to a wheelchair.

When Officer Lor arrived at the scene, he first spoke to the neighbors. At that time, Mr. and Mrs. Behr were on the sidewalk in their front yard. After finishing the

discussion with the Behr's neighbors, Officer Lor walked directly toward Mrs. Behr, who was causing no disruption but instead remained waiting for Officer Lor on the sidewalk in the front of her house and in full public view, knocked the cup of soda out of her hand, grabbed her arm, and threw her to the ground. Officer Lor's excessive force left Mrs. Behr with injuries to her face, mouth, arms and legs. There was no reason for Officer to believe Mrs. Behr posed any danger.

As a result of the circumstances set forth above, Mrs. Behr asserts and, unless adequately compensated by the City and Officer Lor, intends to litigate the following claims, among others:

1. By throwing Mrs. Behr to the ground without justification, Officer Lor, and thereby the Sheboygan Police department and the City, are liable for Battery, Excessive Use of Force in Arrest and negligence under Wisconsin law.

2. Officer Lor denied Mrs. Behr's right to be free from unreasonable searches and seizures in violation of the Fourteenth Amendment of the United States Constitution and 42 U.S.C. § 1983.

As a result of the substantial damages and injury caused by the wrongful conduct set forth above, Mr. and Mrs. Behr seek the following relief:

1. For Mrs. Behr's physical injuries, emotional distress, adverse psychological effects, and humiliation and embarrassment, not less than $50,000;

2. For loss of society and companionship suffered by Mr. Behr, not less than $25,000;

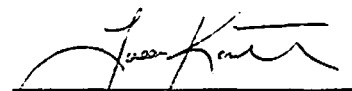
3. For the intentional and malicious violation of Mrs. Behr's constitutional rights by Officer Lor or conduct by him that was wantonly committed in reckless or callous disregard of those rights, punitive damages in an amount not less than $100,000;

4. Reasonable attorney fees, as provided by law, in an amount to be determined at the time of compensation.

The City is liable for the unlawful conduct and relief set forth above, directly, vicariously, and/or as indemnitor under Wis. Stat. § 895.46, to the extent that Officer Lor acted within the scope of his employment while carrying out his duties as a police officer or employee of the City.

Dated at Milwauke, Wisconsin this 10th day of October 2012

KASTER LAW



Lucas Kaster
735 W. Wisconsin Ave.
Twelfth Floor
Milwaukee, WI 53233
414-326-3279

Subscribed and sworn to before me
this 10th day of October, 2012.

Notary Public/State of Wisconsin
My Commission Expires: 6/19/16

II

4.9

R. O. No. 224 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

Inform new C.C

Susan Richards
City Clerk

#23-12

LS Schroeder

NOTICE OF INJURY

To: Sue Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

Stephen G. McLean, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

Ryan Zinkel, Registered Agent
Sheboygan Jaycees
607 8th Street, 7th Floor
Sheboygan, WI 53081-4556

SERVED Dec 7 2012
3:30 ___AM X PM
L JOHNS SERVICE
PER 26

TO THE ABOVE-NAMED PARTIES,

PLEASE TAKE NOTE:

1. Lorrie M. Kluck is an adult and resides at N1378 Highway 28, Adell, Wisconsin 53001.

2. Dennis Kluck is the husband of Lorrie M. Kluck and resides with her at the above address.

3. Lorrie M. Kluck and Dennis Kluck were injured due to the negligence of the above-named parties.

4. Drew Kluck and Devin Kluck are the minor children of Lori M. Kluck.

5. Drew Kluck and Devin Kluck were injured due to the negligence of the above-named parties.

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, DAVE KUCKUK, CHIEF HERMANN, LAURI SUHRKE

6. The circumstances of the injuries are as follows: On August 4, 2012, at approximately 4:00 p.m., at the Kiwanis Park located at 726 North 17th Street, Sheboygan, Wisconsin, Lorrie M. Kluck slipped on an artificial accumulation of water, causing her to fall backward, striking her head on a steel door.

7. The above-named parties were negligent in failing to maintain a safe place in violation of the Wisconsin Safe Place Statute; in failing to properly inspect, maintain and manage said premises; and in failing to warn of the dangerous condition of said premises.

8. As a direct and proximate result of the negligence of the above-named parties, Lorrie M. Kluck suffered a concussion and strain and sprain of the musculoligamentous structures about the entire body, mental anxiety and distress, and other personal injuries, including past and future pain and suffering and disability; incurred past and future medical expenses; and incurred wage loss and loss of earning capacity.

9. As a direct and proximate result of the negligence of the above-named parties, Dennis Kluck suffered the loss of the aid, society, comfort and companionship of his wife and will continue to do so as a result of the injuries.

10. As a direct and proximate result of the negligence of the above-named parties, Drew Kluck and Devin Kluck suffered the loss of the aid, society, comfort and companionship of their mother and will continue to do so as a result of the injuries.

11. At all times material, the above-named parties owned, controlled, inspected and maintained the aforesaid premises.

12. The above-named parties had actual notice of the aforesaid incident and injuries and thoroughly investigated same.

13. This document is a Notice of Injury served on the above-parties in compliance with Wisconsin law. This document is not a claim for damages. No claim for damages is made at this time.

Dated this 7th day of December, 2012.

THE PREVIANT LAW FIRM, S.C.
Attorneys for Plaintiff

By: DAVID J. McCormick
State Bar No.: 1008865
djm@previant.com

P.O. Address:
Post Office Box 12993
Milwaukee, WI 53212
(414) 271-4500

s:\docs\klucklor\85973\m0553101.docx

II

3.6

R. O. No. 245- 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

From new C.C

Susan Richards
City Clerk

DATE RECEIVED 1-14-13 RECEIVED BY LS Schroedly

CLAIM NO. 26-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

P.3

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: CLIFFORD D. EHRENREICH
2. Home address of Claimant: P.O. BOX 731, SHEBOYGAN, WI 53082
3. Home phone number: 920.452.2504
4. Business address and phone number of Claimant: (SEE ABOVE)
5. When did damage or injury occur? (date, time of day) 9.15.12 / 9.16.12 (10 P.M. TO 2 A.M.)
6. Where did damage or injury occur? (give full description) AT THE ENDZONE, (SIDEWALK AREA) 904 INDIANA AVE., SHEBOYGAN, WI
7. How did damage or injury occur? (give full description) DUE TO EXCESSIVE FORCE RESULTING FROM MISUNDERSTANDING WITH POLICE / ENDZONE PERSONNEL. [PLEASE SEE ATTACHED SHEETS P.1 & P.2]
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: SHEBOYGAN POLICE OFFICER(S) / OTHERS.
   (b) Claimant's statement of the basis of such liability: DUE TO PHOTOGRAPHIC, MEDICAL EVIDENCE / INJURIES. [PLEASE SEE ATTACHED SHEETS]
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: THE ENDZONE / SIDEWALK AREA.
   (b) Claimant's statement of basis for such liability: PLEASE SEE ATTACHED SHEETS, [P.1, P.2, MORE]

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES"). P.4

HEAD, ARMS, LEG, (BACK, SHOULDER) INJURIES, CONTUSIONS, HEMOTOMA, BROKEN WRIST (SCAPHOID) AND STITCHES. [PLEASE SEE ATTACHED SHEETS, P.1, P.2, MORE.]

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

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

Auto: $

Property: $ (AMOUNTS ACCRUING)

Personal injury: $ x - PENDING

Other: (Specify below $

Total x

Damaged vehicle (if applicable)

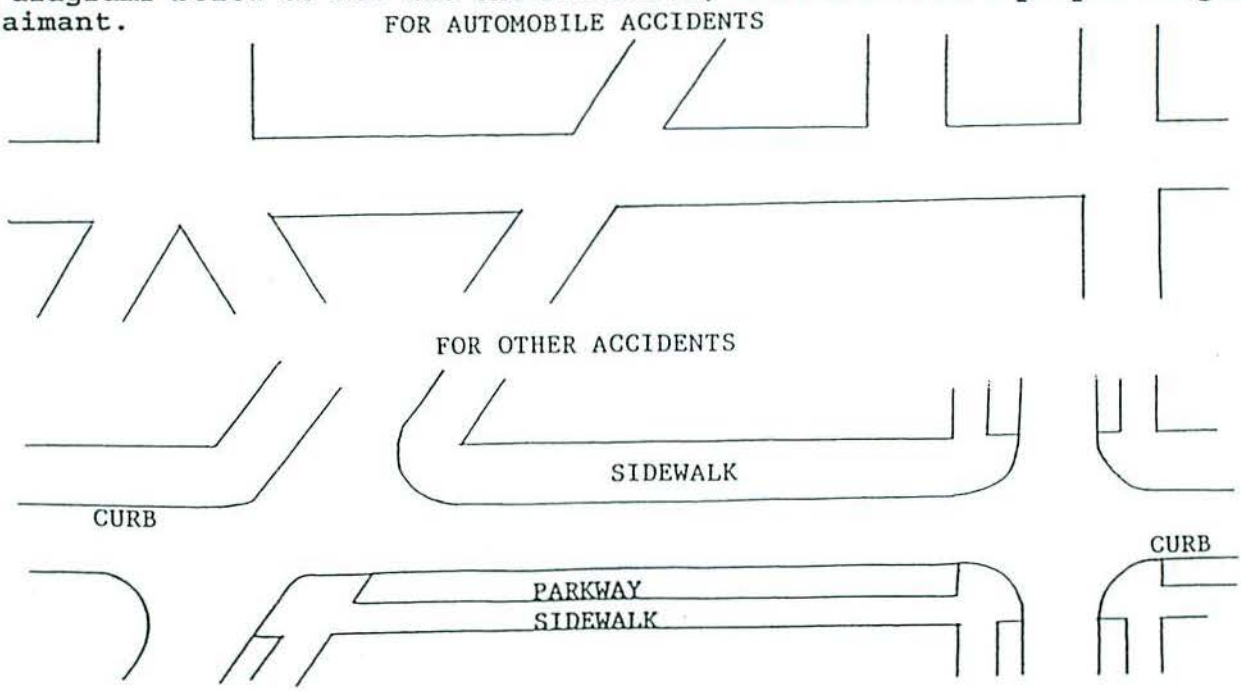
Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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

FOR AUTOMOBILE ACCIDENTS



SIGNATURE OF CLAIMANT: Crystal Elmore Date: 1/10/13

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

P.5

CLAIM

Claimant's Name: CLIFF D. EHRENREICH

Claimant's Address: P.O. BOX 731
SHEBOYGAN, WI 53082

Claimant's Phone No. 920.452.2504
<OR> 920.698.1381

Auto $

Property $

Personal Injury $

[PENDING]

Other (Specify below) $

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

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

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

*=ALL DAMAGES ASSOCIATED WITH THE INJURIES WHICH ALSO INCLUDE THOSE ASSOCIATED WITH THE GATHERING OF EVIDENCE, COPIES, EXCULPATORY, MEDICAL, LEGAL, OTHER. CLAIM FOR RELIEF IS STILL ACCRUING, PENDING.

SIGNED: Cliff Ehrenreich

DATE: 1.10.13

ADDRESS: P.O. BOX 731, SHEBOYGAN, WI 53082

P. 1

Wisconsin Department of Justice
DJ-LS-25 (Rev. 2/11)

TO: CITY CLERK SHEBOYGAN (P.2)

STATE OF WISCONSIN
NOTICE OF INJURY AND CLAIM
Pursuant to Wis. Stat. Section 893.82

This notice must be served upon the Attorney General by certified mail within 120 days of the event giving rise to the claim for such injury, damage or death at 114 East, State Capitol, Madison, Wisconsin 53707-7857.

Claimant's Name	
CLIFF D. EHRENREICH	
Address: P.O. BOX 731, SHEBOYGAN, WI 53082	Phone: 920-452-2504
Time and Date of Occurrence: 9-15-12 / 9-16-12 [BETWEEN 10PM, TO 2AM]	Location: IN FRONT OF ENDZONE [SIDEWALK AREA] 904 INDIANA AVE., SHEBOYGAN, WI

Statement of Circumstances Giving Rise to the Claim for Such Injury, Damage or Death and Names of Persons Involved, Including Name(s) of State Officer(s), Agent(s) or Employee(s).

ON THE ABOVE INDICATED TIME, DATE, AND PLACE, I WAS PUSHED & ASSAULTED SEVERAL TIMES. THIS OCCURED AS A RESULT OF A MISUNDERSTANDING AND RESULTING ACTION ON THE PART OF THE BAR OWNER (PAT) OF THE ESTABLISHMENT AND THE SHEBOYGAN POLICE DEPARTMENT (OTHERS). THE OFFICERS, MENTIONED IN THE POLICE REPORT, PRESENT AT THE TIME OF INCIDENT WERE BRANDON KEHOE, M. STELTER, AND RYAN WALLOCH. AS A RESULT OF THIS, I HAD SUSTAINED A BROKEN WRIST (SCAPHOID), SEVERE HEAD LACERATIONS (AT LEAST 7 STITCHES DOWN TO SKULL REQ'D.), HEMOTOMA (BRAIN BLOOD CLOT), AND MULTIPLE CONTUSIONS OVER ARMS, LEGS, AND HEAD (BACK, SHOULDER, OTHERS ALSO). THESE INJURIES RESULTED IN SURGERY. AT THE TIME OF THIS, THERE IS

(If additional space is needed, continue on backside of this notice form.) * [OVER - P.2] →

* NOTE: → [ALSO SEE ATTACHED SHEETS.]

I certify that the above-described injury, damage or death actually occurred, that I have read the above foregoing notice of injury and claim, and that the same is true to my own knowledge except as to those matters stated upon information and belief and as to those matters, I believe the same to be true.

Date: 1-10-13

Signature of Claimant

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary Public, State of Wisconsin

My Commission: _____

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDE

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED HUGE EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE.
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

SINCERELY,

CLIFF D. EHRENREICH

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDEN

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED EXPENSES AND TOTALLY LOST MY HUGE INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE.
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

SINCERLY,

CLIFF D. EHRENREICH

6497

APS Cassette No. / Twin Check

Sign up at Walgreens.com/email for special photo deals and coupons!

1000

Ehrenreich, Carol 514285
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 24 exp
1HR

09/17/12 02:26 PM Store #6570
ARDITH

PICKUP TIME: 09/17/12 03:44 PM

4 90015142850

ONE HOUR

$13.98
48

Photo date: 9/17/12 Monday

Film #514739 9/19/12

Wednesday 9/19/12

Photo 9/19/12 After appointment with Dr. DeRoos, Orthopedic. Alva Soft cast: blood matted hair.

Photo Date:
9/16/12 Sunday
8:30 am

forehead- stitched laceration, abrasions, contusions, left scaphoid wrist fracture in soft cast, blood soaked shirt, bloodmatted hair, egg bump, etc

Leg abrasions.

left brain hematoma

pg #1

9/16/12 Sunday 8:30 am
blood soaked shirt, blood matted hair, 7 stitches to forehead laceration, scaphoid left wrist fracture, etc.

cliff's blood exterior Sidewalk at The End Zone Sports Bar.

Incident on 9/15/12 arou 11 pm - 11:30pm assault by Sheboygan Police Offic

film #514244.

9/16/12 9am Photo of Cliff's parallel parked car.

#2

Photo date 9/16/12 9am Sunday / Cliff's blood on sidewalk next to exterior wall of End Zone where incident occurred on 9/15/12 (Saturday) about midnight or 11:30pm approximately.

Pg #6

same day pickup Create assorted ... pick them up – all in the same day.*

• Collage Prints • Ph... Posters • Photo Cards

Sign up at Walgreens.com/email for special photo deals and coupons!

...orth a Print

...ous photo shoots ~

1109

Ehrenreich, Carol 514739

(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 27 exp
1HR

09/29/12 06:53 PM Store #6570
AMANDA

PICKUP TIME: 09/29/12 02:24 PM

48

4 90015147390

ONE HOUR

$13.99

Photo date: 9/16/12 9am
Sunday

The End Zone Sports Bar
Entrance
site of Cliff's
assault by officer 9/15/12.

(pg #3)

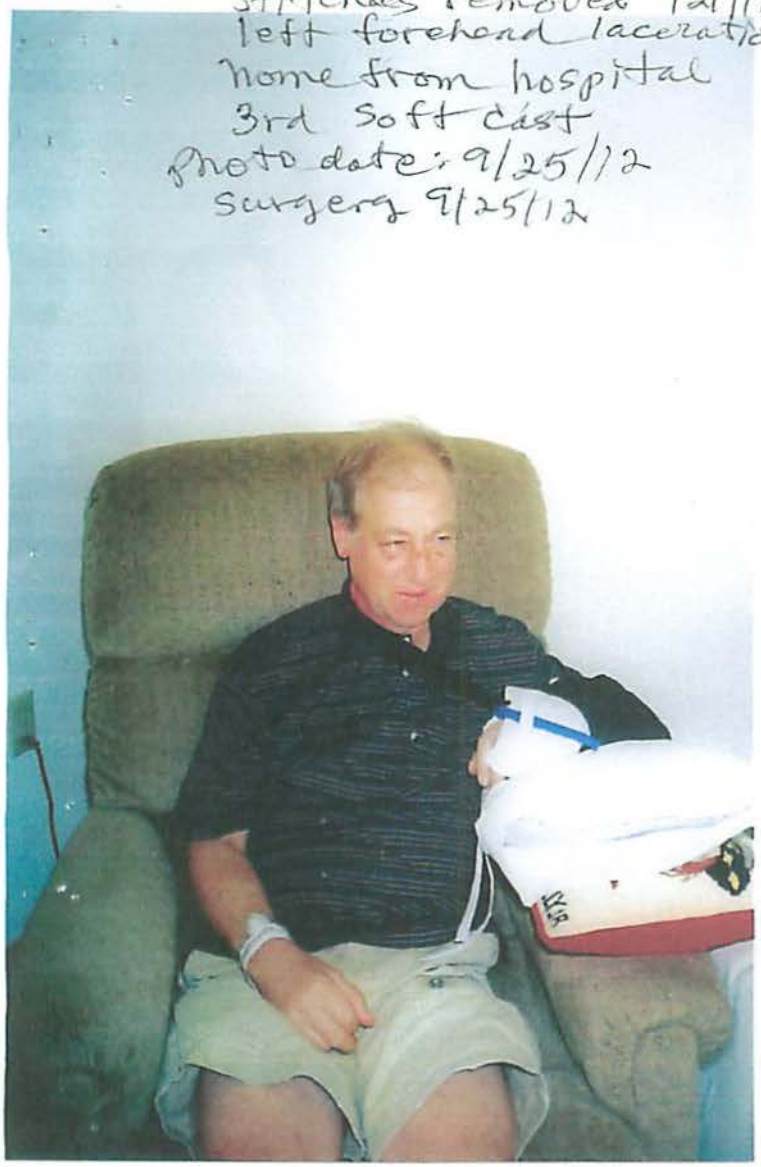
(Cliff's Blood)

Photo date
9/16/12 Sunday

Entrance to
The End Zone
Sports Bar

904 Indiana Ave.

stitches removed 9/21/12
left forehead laceration
none from hospital
3rd soft cast
Photo date: 9/25/12
surgery 9/25/12



9/25/12 After surgery
at Plymouth Aurora Surgical center
pin screw to hold broken bones

Leg
abrasions

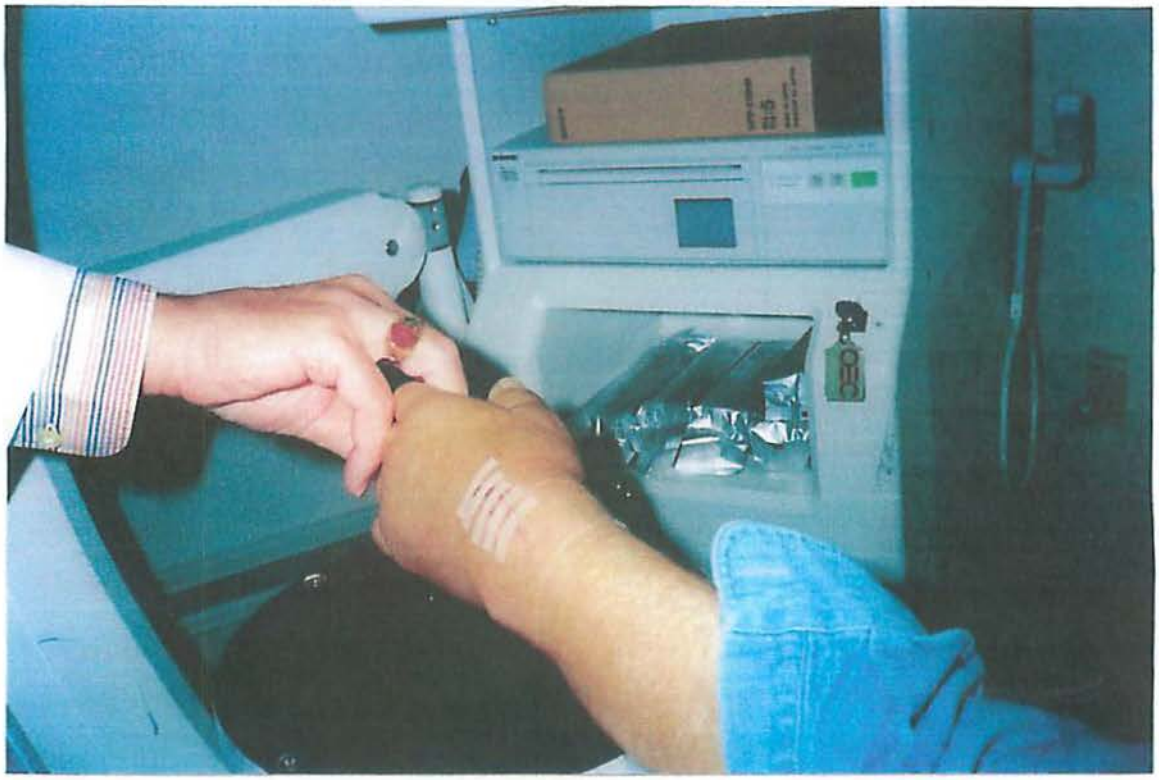
Film 516526 Photo date 10/23/12
Sports Medicine - occupational therapy
Aurora Sheboygan Memorial Hospital
on 10/15/12 wrist stitches removed at Dr. DeRoos
appointment.

10/15/12 occupationat therapy after stitches removed.

10/25/12 occupational therapy - 2 times a week.
continued through December -
end of year (pending Dr. appointment.

film 216-26
Photos Follow up Nov. 5 with Dr. DeRoos
xrays, new gloves, swollen hand

Dr DeRoos Xraying Cliff's hand; check pin and bones.



Film 5126526 New Glove
NOV. 2012

Left hand swollen.

Photo date Nov. 2012
New soft cast

NOV. 2012

Swollen left hand

Home Therapy

Photo date: 9/19/12 Wednesday film 514739

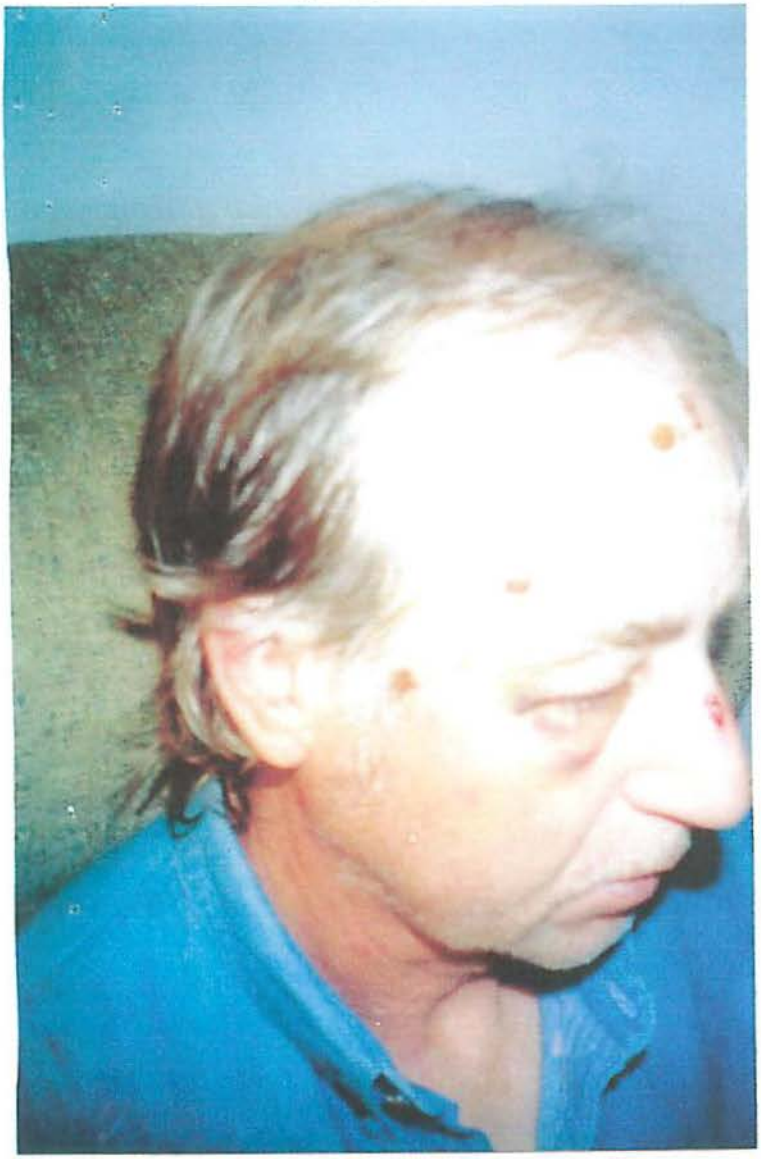


Photo date 11/5/12

II

3.3

R. O. No. 330 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Estate of Catherine A. Kober et al.

Susan Richards
City Clerk

J. Marx

refer

II

3.9

R. O. No. 170 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a Summons in the matter of Steven M. Behrens v Sheboygan Board of Appeals.

Susan Richards
City Clerk

Finance

II

STATE OF WISCONSIN **CIRCUIT COURT BRANCH II** **SHEBOYGAN COUNTY**

SUMMONS

STEVEN M. BEHRENS
Plaintiff,

Case number 14CV0677
Class Code: 30607

vs.

SHEBOYGAN BOARD OF APPEALS
Defendant,

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.53083
920-912-6933

THE STATE OF WISCONSIN

To the Defendant named above:

SHEBOYGAN BOARD OF APPEALS
828 Center Ave.
Sheboygan, WI. 53081

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

Within 20 days of receiving this Summons, you must respond with a written answer to the Complaint as that term is used in Chap. 801.09 Wis. Statute.

The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to this Court, Whose address is:

SHEBOYGAN COUNTY COURTHOUSE
508 New York Ave.
Sheboygan, WI. 53081

And to:

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.

You may have an attorney help or represent you.

If you do not provide a proper response within 45 days, the Court may grant a judgment against you for the award of money or other legal action requested in the complaint, or you may lose your right to object to anything that is or may be incorrect in the Complaint.

A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real-estate you own now or in the future and may also be enforced by garnishment of wages or seizure of property.

Dated this 16th day of Oct, 2014

By: Steven M. Behrens

Steven M. Behrens

SUMMONS DELIVERY VERIFICATION

Summons Served By:

Terri L. Green 11:30 am 10/22/14

Terri L. Green Time Date
W2917 Miley Rd.
Sheboygan, WI. 53085
920-912-4322

Summons Received By:

Traci Hermann 11:30 a.m. 10.22.14

Traci Hermann Time Date
Secretary of the Sheboygan
Board of Appeals

STATE OF WISCONSIN | CIRCUIT COURT BRANCH | SHEBOYGAN COUNTY

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

STEVEN M. BEHRENS
Plaintiff,

Case number 14CV0677
Class Code: 30607

vs.

SHEBOYGAN BOARD OF APPEALS
Defendant,

CLERK OF COURTS
FILED
14 OCT 16 P12:06
SHEBOYGAN COUNTY
WISCONSIN

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.53083
920-912-6933

PETITION for WRIT of CERTIORARI

COMES NOW the Plaintiff, **Steven M. Behrens, "Property Owner"** in this Petition, Represents to this Honorable Court:

There is no other civil action between these parties arising out of the same Transaction or occurrence in this Petition in Court, nor has any such action been assigned to a Judge.

COMMON COUNTS

1. This Court has jurisdiction over the parties and the subject matter of these proceeding herein.

2. That the Sheboygan north side building inspector Jack Van Der Weele issued an Zoning Ordinance Violation notice dated April 01,2014. **(see exhibit 1)**
3. Complaint stated that all driveway/Parking areas to be paved by 9-1-2014.
4. Shortly after the April 01 notice in a conversation between property owner Steven M. Behrens and Building Inspector Jack Van Der Weele, property owner was notified that driveway would have to be paved and moved from the property line (present location of driveway) to 3 feet off the property line per city ordinance pasted in 1969.
5. During the above conversation property owner was told that the driveway could stay in the present location by applying for a variance to have the paved driveway located under the 3 foot minimum to all the way to zero off the property line.
6. Property owner on the advice of the building inspector then applied for a variance to leave the driveway where it is located with paving to be four inches of the property line with wood 4"fence on the line.
7. Property owner paid the $250 application fee applying for said variance and waited for notice of time and place of next Board of Appeals meeting.
8. Property owner was notified that meeting would be on August 20, 2014 starting at 5:30 pm.

9. Property owner had to leave work in Milwaukee to go to the appeals board meeting. Property owner supplied the board with drawing of what the property owner envisioned the property would look like when completed and pictures of the property line and proposed wood fence on the west property line, also the present driveway, **(see exhibit 2)** only to have the meeting main focus being on how property owner was able to have built such a large garage on said property, but which was approved by the same city appeals board in 1998 (which then the city Mayor and City Planner at the time attempted to halt over the following two years till it was completed in 2000).

   The Board then tabled the issue to the next months meeting to be on Sept. 17th to give the board more time to review property owners request and then property owner had to drive back to work in Milwaukee to finish his work shift.

10. Property owner again left work in Milwaukee to go to the Sept 17th Variance meeting and review of property owners request to pave the driveway 4" off of the property line and up to proposed wood fence on the west property line.

11. Property owner during his presentation reviewed the supplied colored drawing of the proposed property improvements including a wood 4" fence along the full length of the west property line along driveway and zero off the property line which is allowed per city building code for fences.

12. Also during the presentation photographs of the property and driveway along with marked west property line (**yellow line**) and also showing the lower sidewalk precast steps and upper sidewalk along the house all of which will have to be removed if driveway is relocated 3 feet closer to the house. **(see exhibit 3)**
13. Again the meeting had a tone of being biased against the property owner as board members again focused on the size of the garage and why I needed such a big garage. During the conversation owner was asked by the Board chairman as to the location of the street and curb **(approach)** in relationship to the driveway and owner stated that owner believe it was located by the city (Department of Streets and Curbs) with the driveway at or very close to the west property line. **(see exhibit 4)**
14. The Board of Appeals without asking the north side Building inspector to be present at the August 20 and Sept.17 meetings or asking for his professional opinion as to what he would recommend to the board, which then made and **arbitrary decision** denied the variance request to pave the driveway 4" off the west property line up to the fence that will be built on the property line regardless of the location of the driveway.

15. In closing the board head stated that I needed a hardship to grant the variance, and I had not made my case as such, even though I stated, moving the driveway from it's property line location to 3 feet east closer to the house will require in order:

- Removing lower sidewalk to the mailbox
- Removing pre-cast steps to the upper sidewalk
- Removing the upper sidewalk from the front of the house to the back on the west side of house (causing a safety issue with using elevated driveway as sidewalk to get from front to back of outside of home)
- Require building a retaining wall between new driveway and my basement wall since there is an elevation issue.
- Will require the Sheboygan City Streets and Curbs Department to relocate curb driveway approach 3 feet to the east **(at who's Cost?)**

16. Since being denied the variance the property owner has investigated the history of the property, and finding the home and original garage were **built in 1939** according to property information sheet supplied by the Building Inspection Department **(see exhibit 5)** and by contacting the Department of Streets and curbs and looking at aerial photographs from 1946-1960- 1970 and a close up from 2005 **(see exhibit 6)** it is evident that the **driveway location has not changed** since home was built in 1939, and has always been a gravel driveway located on west property line. Also note that in the 2005 close up aerial view the next door neighbor to the east at 1124 Grand Ave. also has their driveway located on the west property line as are many others in this area, just within 2 block area of property in question around 1128 Grand Ave. property owner found 8 homes with gravel and or grass driveways. **(see exhibits 7 pictures)**

17. In addition **(see exhibit 8)** a letter from the department of Street and curbs stating that the Grand Ave. street on which property is located was first paved in 1977. It is obvious curb approaches were installed in relationship to the location of the driveway at the time of street paving in 1977, which placed the approach on or close to the west property line of 1128 and also 1124 Grand Ave. homes.

18. In removing the present gravel driveway to lower it in preparation to pave the the driveway 4" off the west property line and property owner removed the top 6" of gravel it is evident that lower gravel **(see exhibit 9 picture)** that the driveway was originally located on the west property line since built in 1939 and as shown in the 1946 aerial photograph.

19. The area between the west property line marked **(yellow line)** and the west home next door is a line of tall shrubs **leaving a 3 foot dead zone which has been mowed by the 1128 Grand Ave. owner for many years. (see exhibit 9 picture)**

20. The Sheboygan Board of Appeals has granted numerous variances to have driveways under the 3' off property line ordinance all the way to zero off the line throughout the city of Sheboygan which first became in effect in the year 1969.

21. **The Sheboygan Building Inspection Department can not require moving a driveway that was under the 3' ordinance and or paving a driveway that is gravel if such driveway was there prior to the city ordinance which was first put into effect in the year 1969, as this gravel driveway in question was located on the west property line since at least 1946 as shown in the aerial photograph.**

In Closing to this Honorable Court, the evidence shows the Zoning Ordinance Violation issued and dated April 01, 2014 was invalid since the driveway in question was there 25 years before the 1969 Zoning Ordinance in question and Building Inspection did not investigate the facts prior to issuing the Violation Complaint. The property owner was only addressing the complaint and following the advice of such to pay the $250 and apply for a variance which was not needed since the driveway is **grandfathered in its present location and condition (gravel).**

The Appeals Board showed that it was being biased in its judgment due to the issues between the City and property owner over the construction of the garage back in 1998-2000. This was confirmed in conversation between Building Inspection the Sheboygan City Planner and property owner when building inspector and property owner brought the new uncovered facts of the aerial photos showing that driveway was grandfathered in prior to the 1969 ordinance and also building inspector voiced his concerns of moving the driveway closer to the home and having to build a retaining wall too close to the foundation and causing freezeing issues with such foundation causing potential damages to the property owners home. **(this hardship fact would have been presented to the Appeals Board if the board would have had building inspector Jack Van Der Weele present at the August and September variance meeting for his professional opinion)**

It was during this conversation that Building Inspector suggested that this variance could be brought back up before the board in 6 months with all the additional information and with the concerns of the building inspector over the foundation freeze issues, but the inspector and property owner were rebuffed, **with the City Planner stating that none of that information will change the Appeals Board denial of the variance.**

I therefore ask this Honorable Court to wave the ruling of the Board of Appeals and rule in favor of the property owner because of the reasons and hardships recapped below.

- The facts are clear gravel driveway is legally located and is grandfathered in its present location and gravel state well prior to the 1969 city ordinance.

- Was only brought before the Board of Appeals due to incorrect information and lack of facts of the driveway being installed prior to the 1969 ordinance by the Sheboygan Building Inspection.

- The Board of Appeals did not get the professional advice of the Building Inspection Department which is common practice during the appeals process.

- The Board of Appeals showed to be biased in its denial, do to the past issues with the city in the construction of the garage between 1998-2000.

- The Board of Appeals acted arbitrary and unreasonable in its denial of the variance with what the property owner will be required to remove and move in order to comply with the 1969 ordinance with does not apply to this driveway.

- Their would hardship according to the building inspector because freeze issues that could damage the foundation if driveway is moved the 3 feet closer to the house and requiring building a retaining wall because of the elevation of the driveway from lower to higher.

- Safety issues would arise is sidewalks were removed to make room to move driveway too close to the foundation and requiring a retaining wall and thus making the elevated drive the only way to get from the front of the house to the back on the west side and in the winter months would be dangerous

- There were no, none, zero, neighbor complaints to the variance request brought forth by the Property Owner that the Appeals Broad had to take into account at either the August 20 or September 17 meeting.

Dated this 16th day of Oct ,2014

BY: Steven M. Behrens

Steven M. Behrens (Property Owner)

II

3.2

R. O. No. 152 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting Summons and Complaint in the matter of Matrix Financial Services Corporation v Bonnie Baumgardt et al.

Finance

Susan Richards
City Clerk

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

Matrix Financial Services Corporation
c/o Flagstar Bank, FSB
5151 Corporate Drive
Troy, MI 48098

Plaintiff,

vs.

Bonnie Baumgardt
a/k/a Bonnie L. Baumgardt
2101 N 13th St
Sheboygan, WI 53081-2535

Ronald C. Baumgardt
a/k/a Ronald C. Baumgardt Sr.
2101 N 13th St
Sheboygan, WI 53081-2535

Credit Acceptance Corporation
c/o Corporation Service Company,
Registered Agent
8040 Excelsior Dr Ste 400
Madison, WI 53717-2915

UnitedOne Credit Union
1117 S 10th St
Manitowoc, WI 54220-5211

City of Sheboygan
Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Defendants.

SUMMONS

Case No. 14CV0644

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

CLERK CIRCUIT COURT
FILED
14 SEP 30 AM 11:07
SHEBOYGAN
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written

Mel Wasielski
10-6-14 3:45pm

710680

answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 25th day of September, 2014.

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

By: _____
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
059863F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Matrix Financial Services Corporation
c/o Flagstar Bank, FSB
5151 Corporate Drive
Troy, MI 48098

Plaintiff,

vs.

Bonnie Baumgardt
a/k/a Bonnie L. Baumgardt
2101 N 13th St
Sheboygan, WI 53081-2535

Ronald C. Baumgardt
a/k/a Ronald C. Baumgardt Sr.
2101 N 13th St
Sheboygan, WI 53081-2535

Credit Acceptance Corporation
c/o Corporation Service Company,
Registered Agent
8040 Excelsior Dr Ste 400
Madison, WI 53717-2915

UnitedOne Credit Union
1117 S 10th St
Manitowoc, WI 54220-5211

City of Sheboygan
Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Defendants.

COMPLAINT

Case No. 14CV0644

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Bonnie Baumgardt a/k/a Bonnie L. Baumgardt and Ronald C. Baumgardt a/k/a Ronald C. Baumgardt Sr.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $71,006.44 together with interest from the 1st day of March, 2014.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

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

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

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

9. That City of Sheboygan Department of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage to, Ronald C. and Bonnie L. Baumgardt and Irene A. Dean in the amount of $9,060.00, dated December 16, 1998 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on February 22, 1999 as Document No. 1535403, but said interest, if any, is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 25th day of September, 2014.

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

By: _____

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

V1 WBCD LOAN # [redacted]

FHA Case No. [redacted]

NOTE

Wisconsin

MIN: [redacted]

JULY 29, 2008 [Date] | SHEBOYGAN, [City] | WISCONSIN [State]

2101 N 13TH ST, SHEBOYGAN, WI 53081-2535
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ******SEVENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100********** Dollars (U.S. $76,125.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN percent (7.000%) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1ST day of each month beginning on SEPTEMBER 1, 2008. Any principal and interest remaining on the 1ST day of AUGUST, 2038 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at
5151 CORPORATE DR
TROY, MI 48098-2639

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $506.46. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box] ☐ Graduated Payment Allonge ☐ Growing Equity Allonge
☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment

EXHIBIT A

in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Bonnie L. Baumgardt (Seal)
BONNIE L. BAUMGARDT

Ronald C Baumgardt Sr (Seal)
RONALD C BAUMGARDT SR

PAY TO THE ORDER OF
WITHOUT RECOURSE
FLAGSTAR BANK, FSB

BY: [illegible]
[illegible] SENIOR VICE PRESIDENT

BY: [illegible]
[illegible] FIRST VICE PRESIDENT

EXHIBIT A

Document Number	Document Title
	MORTGAGE

1858477

SHEBOYGAN COUNTY, WI
RECORDED ON
08/07/2008 11:23AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 4
TRANS # 118964
OF PAGES: 7

Recording Area

Name and Return Address

OLD REPUBLIC TITLE CO
POST-CLOSING
320 SPRINGSIDE DR., STE 320
AKRON, OH 44333

ENV

59281710680

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m).
WRDA HB Rev. 1/8/2004

EXHIBIT B

State of Wisconsin

MORTGAGE

DOCUMENT NUMBER: [redacted]
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP [redacted]

PARCEL IDENTIFIER NUMBER: 59281710680 AND

This instrument was prepared by:
VERA BEBAWI
[redacted]
V1 WBCD LOAN [redacted]

[Space Above This Line For Recording Data]

FHA Case No. [redacted]

MIN [redacted]

THIS MORTGAGE ("Security Instrument") is given on JULY 29, 2008. The Mortgagor is RONALD C. BAUMGARDT AND BONNIE L. BAUMGARDT, HUSBAND AND WIFE, AN UNDIVIDED ONE-HALF INTEREST AS SURVIVORSHIP MARITAL PROPERTY AND IRENE A. DEAN, AN UNDIVIDED ONE-HALF INTEREST AS JOINT TENANTS

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

("Lender") is organized and existing under the laws of UNITED STATES OF AMERICA, and has an address of 5151 CORPORATE DR, TROY, MI 48098-2639.

Borrower owes Lender the principal sum of ******SEVENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100********** Dollars (U.S. $76,125.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2038.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
APN #: 59281710680

which has the address of 2101 N 13TH ST, SHEBOYGAN [Street, City],

Wisconsin 53081-2535 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to

EXHIBIT B

exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited

EXHIBIT B

to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

RCB
J.A.R.

EXHIBIT B

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances . Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

EXHIBIT B

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider ☐ Growing Equity Rider ☐ Planned Unit Development Rider
☐ Graduated Payment Rider ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Bonnie L. Baumgardt (Seal)
BONNIE L. BAUMGARDT

Ronald C Baumgardt Sr (Seal)
RONALD C BAUMGARDT SR

Irene A. Dean (Seal)
IRENE A. DEAN

State of WISCONSIN
County of: SHEBOYGAN

This instrument was acknowledged before me on July 29, 2008 (date) by BONNIE L. BAUMGARDT AND RONALD C BAUMGARDT SR AND IRENE A. DEAN(name(s) of person(s)).

(Signature of Notarial Officer)

Title (and Rank): Notary Public.

My Commission Expires: Commission Expires 04/08/2012

Mark S. Erdmann
Notary Public
State of Wisconsin

EXHIBIT B

EXHIBIT "A"

SITUATE IN THE COUNTY OF SHEBOYGAN, STATE OF WISCONSIN:

LOT ONE (1), KROOS AND HEERMANN'S SUBDIVISION IN THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

TAX ID NUMBER: 59281710680

BEING THE SAME PROPERTY CONVEYED TO RONALD C. BAUMGARDT AND BONNIE L. BAUMGARDT, HUSBAND AND WIFE, AN UNDIVIDED ONE-HALF INTEREST AS SURVIVORSHIP MARITAL PROPERTY AND IRENE A. DEAN, AN UNDIVIDED ONE-HALF INTEREST AS JOINT TENANTS BY DEED FROM LINDA LEE GRAVES, RICHARD LEE CLAERBOUT, BONNIE LEE RAUWERDINK, PATTI LEE CLAERBOUT, MICHELLE DEMLER, MITCHELL LAMMERS AND BERNICE D. CLAERBOUT, PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. CLAERBOUT, DECEASED RECORDED 08/17/1998 IN DEED BOOK 1598 PAGE 695, IN THE REGISTER'S OFFICE OF SHEBOYGAN COUNTY, WISCONSIN.

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS: 2101 NORTH 13TH STREET, SHEBOYGAN, WISCONSIN

EXHIBIT B

m. A Mortgage from Ronald C. Baumgardt and Bonnie L. Baumgardt, husband and wife, an undivided one-half interest as survivorship marital property and Irene A. Dean, an undivided one-half interest as joint tenants to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Flagstar Bank, FSB in the original amount of $76,125.00.
   Dated: July 29, 2008 Recorded: August 7, 2008
   Document No: 1858477

n. Termination of Decedent's Interest
   Irene A. Dean, Deceased
   Date of Death: June 15, 2013
   Remainderman: Bonnie L. Baumgardt
   Dated: July 10, 2013 Recorded: July 10, 2013
   Document No: 1972029 (Copy attached)

o. Judgment Case: 12SC3212
   Docketed: January 22, 2013
   Debtor: Ronald Baumgardt AND Irene Dean
   Creditor: Credit Acceptance Corporation, 25505 West 12 Mile Road, Southfield, MI48034
   Amount: $7,916.49
   Attorney: John Diercks Schroeder

p. Judgment Case: 13SC2913
   Docketed: November 7, 2013
   Debtor: Ronald Baumgardt Jr.
   Creditor: UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220
   Amount: $479.86

LIEN REPORT

II

4.2

R. O. No. 117 - 14 - 15. By CITY CLERK. September 2, 2014.

Submitting a Summons and Complaint in the matter of H&R Block Bank vs Laura R. Beimel et al.

Susan Richards
City Clerk

Finance

II

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

H&R Block Bank, A Federal Savings Bank
c/o Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Plaintiff,

vs.

Laura R. Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

John Doe Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

The City of Sheboygan Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Associated Bank
433 Main St
Green Bay, WI 54301-5114

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Defendants.

SUMMONS

Case No.

14CV0537

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

CIRCUIT COURT BRANCH #6
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

CLERK CIRCUIT COURT
FILED
14 AUG 12 P2:08
SHEBOYGAN COUNTY
WISCONSIN

6-28-14
4:28p

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or

delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 8th day of August, 2014.

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

By: _____

Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404
057037F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

H&R Block Bank, A Federal Savings Bank
c/o Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Plaintiff,

vs.

Laura R. Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

John Doe Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

The City of Sheboygan Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Associated Bank
433 Main St
Green Bay, WI 54301-5114

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Defendants.

COMPLAINT

Case No.

14CV0537

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Laura R. Beimel.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $37,314.90 together with interest from the 1st day of October, 2013.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 8th day of August, 2014.

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

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

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

[redacted] [redacted]

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 6, 2002 [Date] | AWB CLB | ~~La Crosse~~ Sheboygan [City] | Wisconsin [State]

2318 N 13TH ST
SHEBOYGAN, Wisconsin 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.$ 45,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is First Federal Savings Bank La Crosse - Madison

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.700 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on July, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on June 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at the Office of the Lender

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.$ 290.38. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

[redacted]

EXHIBIT A

[redacted]

4. **INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2007, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and one-quarter percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 7.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.950 %.or less than 7.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. **BORROWER'S RIGHT TO PREPAY**

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

EXHIBIT A

[redacted]

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note,

EXHIBIT A

protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Allen W. Beimel (Seal) -Borrower
ALLEN W BEIMEL

_____ (Seal) -Borrower

Cynthia G. Beimel (Seal) -Borrower
CYNTHIA G BEIMEL

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Sign Original Only]

EXHIBIT A

Allonge

Loan Number-------: [redacted] Note Date----------: 05/06/2002 Original Rate-------: 6.700 % First Payment Date-: 07/01/2002 Amount of Note----: 45000	Current Borrower(s):ALLEN W BEIMEL CYNTHIA G BEIMEL Property Address-- : 2318 N 13th St Sheboygan, WI 53083

Pay to the Order of

Without Recourse

Associated Bank, National Association
acquired thru acquisition/merger First Federal Capital Bank formerly known as First Federal Savings Bank of LaCrosse-Madison

By: Ellen L. King
Vice President

This Allonge is to be attached to and made part of the original note.
This Allonge is not valid UNLESS attached to the original note.

[redacted] [redacted] [redacted]

EXHIBIT A

VOL 1989 PAGE 478
1636443

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
05-10-2002 11:16 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 47.00
TRANSFER FEE:
080908 6
OF PAGES: 19

DOCUMENT NUMBER

NAME & RETURN ADDRESS

[redacted]
Review, Packaging, & Shipping Dept
First Federal Savings Bank
P O Box 1868
La Crosse, WI 54602-1868

PARCEL IDENTIFIER NUMBER
59281 713930

[Space Above This Line For Recording Data]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 6, 2002, together with all Riders to this document.
(B) "Borrower". is

LAURA R BEIMEL, AN UNMARRIED PERSON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is First Federal Savings Bank LaCrosse - Madison

Lender is a federally-chartered, federally-insured savings bank organized and existing under the laws of United States of America

[redacted]

EXHIBIT B

[redacted]

VOL 1989 PAGE 479

Lender's address is 605 State Street, LaCrosse, WI 54601

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated May 6, 2002 .
The Note states that Borrower owes Lender
*** FORTY FIVE THOUSAND & 00/100 *** Dollars
(U.S. $ 45,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than As Stated in Said Note .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[x] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[X] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials: D.R.B.

EXHIBIT B

[redacted]

[redacted]

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LOT ONE (1), BLOCK TWO (2), NEUMEISTER & OEHLER SUBDIVISION, CITY OF SHEBOYGAN, WISCONSIN.

which currently has the address of
2318 N 13TH ST [Street]
SHEBOYGAN [City], Wisconsin 53083 [Zip Code]
("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Initials: [illegible]

EXHIBIT B

[redacted]

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

Initials: D.R.B.

EXHIBIT B

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited

Initials: D.R.B.

EXHIBIT B

[redacted]

to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

Initials: J.R.B.

EXHIBIT B

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

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

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

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

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

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

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

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

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

EXHIBIT B

[redacted]

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection

EXHIBIT B

with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

EXHIBIT B

[redacted]

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

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

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

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

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

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

EXHIBIT B

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

Witnesses:

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) Laura R Beimel (Seal)
-Borrower LAURA R BEIMEL -Borrower

EXHIBIT B

[redacted]

VOL 1989 PAGE 492

STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this May 6, 2002

by

LAURA R BEIMEL (UNMARRIED)

My Commission Expires: 04/25/04

Notary Public, State of Wisconsin

EUGENE J. HICKEY NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by

Tiffany H. Walrack
First Federal Savings Bank
La Crosse - Madison

EXHIBIT B

[redacted]

[redacted]

VOL 1989 PAGE 493

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 6th day of May, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Federal Savings Bank La Crosse - Madison

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2318 N 13TH ST
SHEBOYGAN, Wisconsin 53083

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.700 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2007, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

[redacted]

[redacted]

EXHIBIT B

[redacted]

VOL 1989 PAGE 494

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and one-quarter percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 7.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.950 %. or less than 7.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Initials: R.R.B.

[redacted]

EXHIBIT B

[redacted]

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

Initials: J.R.B.

[redacted]

EXHIBIT B

[redacted]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
Laura R. Beimel (Seal) LAURA R BEIMEL -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

[redacted]

EXHIBIT B

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

SECURITY INSTRUMENTS

Document Type:	Mortgage	Execution Date:	05/06/2002
Volume/Page and Instrument No.	1989, 487, 1636443	Recorded Date:	05/10/2002
Loan Amount:	$45,000.00	Maturity Date:	Not Stated
Grantor:	Laura R. Beimel, an unmarried person		
Beneficiary:	First Federal Savings Bank LaCrosse - Madison		
Open End:	Closed		
Comment:	Real Estate Mortgage Subordination Agreement dated 06/06/2002 recorded in Instrument No. 1640154 on 06/21/2002, making Real Estate Mortgage recorded in Volume 1354, Page 469, Instrument No. 1408723, referred to below, subordinate to Mortgage recorded in Volume 1989, Page 487, Instrument No. 1636443. Real Estate Mortgage Subordination Agreement dated (execution date) recorded in Instrument No. 1640153 on 06/21/2002, making Real Estate Mortgage recorded in Volume 1378, Page 146, Instrument No. 1420469, referred to below, subordinate to Mortgage recorded in Volume 1989, Page 487, Instrument No. 1636443.		

Assigned From:	Associated Bank, National Association; acquired thru Acquisition/merger First Federal Capital Bank formerly known as First Federal Savings Bank of LaCrosse-madison	Execution Date:	02/26/2007
Assigned To:	H and R Block Bank, a corporation	Recorded Date:	02/26/2007
Instrument Number	1820223		

Assigned From:	H and R Block Bank, a corporation A/K/A H and R Block Bank, FSB, by Nationstar Mortgage LLC	Execution Date:	09/03/2013
Assigned To:	H and R Mortgage Holdings, LLC	Recorded Date:	09/04/2013
Instrument Number	1975316		

Document Type:	Real Estate Mortgage	Execution Date:	07/15/1994
Volume/Page and Instrument No.	1354, 469, 1408723	Recorded Date:	07/26/1994
Loan Amount:	$8,082.00	Maturity Date:	Not Stated
Grantor:	Laura R. Beimel, a single person		
Beneficiary:	The City of Sheboygan Department of City Development		
Open End:	Closed		

Document Type:	Real Estate Mortgage	Execution Date:	12/28/1994
Volume/Page and Instrument No.	1378, 146, 1420469	Recorded Date:	01/27/1995
Loan Amount:	$4,743.00	Maturity Date:	Not Stated
Grantor:	Laura R. Beimel		

4000 Horizon Way, Ste 250, Irving TX 75063 | Phone: 877.775.3603 | Fax: 972.459.1599
Email: SSattorney@solutionstar.com | Web: http://www.solutionstar.com/title-and-valuation-service/

LIEN REPORT

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

Beneficiary: The City of Sheboygan Department of City Development
Open End: Closed

4000 Horizon Way, Ste 250, Irving TX 75063 | Phone: 877.775.3603 | Fax: 972.459.1599
Email: SSattorney@solutionstar.com | Web: http://www.solutionstar.com/title-and-valuation-service/

LIEN REPORT

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

JUDGMENT AND LIEN INFORMATION

Document Type:	Judgment	**Execution Date:**	04/07/2008
Cause No.:	2008SC000995	**Recorded Date:**	04/07/2008
Amount:	$2,106.29 + Costs + Interest		
Plaintiff:	Associated Bank, 815 N Water Street, Milwaukee, WI 53202		
Defendant:	Laura R. Belmel		
Comment:	Cause No. 2008SC000995		

Document Type:	Abstract of Judgment	**Execution Date:**	03/25/2010
Cause No.:	Not Stated	**Recorded Date:**	03/25/2010
Amount:	$120.00 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Belmel		

Document Type:	Judgment	**Execution Date:**	09/14/2011
Cause No.:	2011TR001714	**Recorded Date:**	09/14/2011
Amount:	$175.30 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Belmel		

Document Type:	Judgment	**Execution Date:**	04/04/2012
Cause No.:	Not Stated	**Recorded Date:**	04/04/2012
Amount:	$120.00 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Belmel		

II

4.3

R. O. No. 118 - 14 - 15. By CITY CLERK. September 2, 2014.

Submitting a Motion To Modify Second Amended Plan of Reorganization regarding Michael H. Dilworth, Debtor (United States Bankruptcy Court, Eastern District of Wisconsin).

Susan Richards

City Clerk

Finance

II

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

MICHAEL H. DILWORTH, **Case No. 13-28043-PP**

Debtor.

MOTION TO MODIFY SECOND AMENDED PLAN OF REORGANIZATION

Michael H. Dilworth (the "Debtor") moves the Court pursuant to 11 U.S.C. § 1127(a) to modify the Debtor's Second Amended Plan of Reorganization to read as stated on the attached redlines included as **Exhibit A** (the "Modified Plan"). A clean copy of the Modified Plan has been filed as Docket No. 346. In support of the Debtor's Motion, the Debtor states as follows:

Jurisdiction

1. On June 10, 2013, the Debtor filed his voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Code"). An order for relief was entered on the same day.

2. The Debtor is continuing to operate his business and manage his affairs as a debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Code.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(a) and 157(a), and the order of reference in this district entered pursuant to § 157(a).

4. Venue is proper in this District and Court under 28 U.S.C. §§ 1408 and 1409.

5. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (L) as a matter concerning the administration of the Debtor's estate and the confirmation of a plan.

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The Proposed Modifications

The modifications to the Debtor's Plan are reflected in the redline pages attached collectively as **Exhibit A**. The modifications address the following primary areas:

a. **Treatment of Hudson's Secured Claim (Art. 3.3(a)).** Most of the redlines have been made to Art. 3.3(a) of the Plan. Those changes are summarized as follows:

- The Properties remain retained by the Debtor; the interest rate increases to 5.5% and the maturity date is shortened to 4 years from the Effective Date.
- The total Secured Claim will be $17,974,191. Hudson has agreed to immediately waive distribution on its entire Unsecured Claim of $2,311,242.
- Hudson has agreed to certain Release Prices for individual Properties, establishing a method to refinance or sell the Properties and provide distributions to creditors in the event of a profitable sale. If the Release Prices are paid within the first 2 years, Hudson will waive additional deficiency amounts against the Reorganized Debtor, which provides additional benefit for creditors in the case.
- The Debtor has agreed to place deeds for the Properties into escrow, which can be recorded in the event of default under the Plan.
- After the Effective Date, the Properties will be transferred to various yet-to-be-formed limited liability companies, owned by the Reorganized Debtor and the existing co-borrowers. These new companies will only own the real estate and will be obligated to make the payments to creditors under the Modified Plan.

b. **Treatment of WaterStone Bank (Art. 3.3(e)).** Minor edits have been made to reflect the correct monthly payments to be made to WaterStone; the amounts are lower than originally drafted. The treatment has not changed and these edits do not impact other

creditors.

c. **Treatment of Class 6 Creditors (Art. 3.6).** Minor edits have been made to toll any statute of limitations on claims of insiders; the treatment has not changed and these edits do not impact other creditors.

d. **Treatment of Class 7 Creditors (Art. 3.7).** Per PNC Bank's request, the Debtor has agreed to add PNC to the list of lenders whose guaranties will remain in place. Independent of this change, it has been and continues to be the Debtor's intention to reaffirm all valid contingent obligations and guaranty agreements of all members within Class 7. Additionally, Ally Financial has been added to reflect Ally's correct status as a member of Class 7 (not Class 3F as previously reported on Exhibit 4 of the Disclosure Statement). These edits do not change any rights or payment terms under the Plan and do not impact other creditors.

e. **Revised Budgets.** The Debtor has revised and updated the budgets that were attached to the Disclosure Statement as Exhibit 6. The updated budgets include the revisions set forth in the Modified Plan, as well as any necessary updates since the filing of the budgets in February 2014. The Debtor believes that the projections continue to show that the Plan is feasible. The updated budgets are attached to this Motion as **Exhibit B**.

Legal Basis for Relief

Section 1127(a) provides that a proponent may modify a plan at any time before confirmation as long as the modified plan meets the requirements of §§ 1122 and 1123. The proponent of the modification must also comply with the post-petition disclosure and solicitation requirements of § 1125.

If the Court finds that the proposed modifications do not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted the

modification in writing, the modification shall be deemed accepted by all creditors and equity security holders who have previously accepted the plan. Fed. R. Bankr. P. 3019; *In re Sentinel Mgmt. Group, Inc.*, 398 B.R. 281, 300-03 (Bankr. N.D. Ill. 2008) (minor modifications that do not adversely affect creditors do not require the debtor to solicit new acceptances). If a modification to a plan is minor, a new disclosure statement is not required. *Sentinel*, 398 B.R. at 300-03.

A plan modification is immaterial if it would not cause a claimant to reconsider its acceptance of the plan. *Id.* at 303. An immaterial modification does not trigger the requirement for new acceptances of the plan, and the plan as modified may be deemed accepted by all creditors who previously accepted the plan. *Id.* The immaterial modification *de facto* satisfies the § 1125 disclosure requirements. *In re Am. Solar King Corp.*, 90 B.R. 808, 824 (Bankr. W.D. Tex. 1988).

Application

Here, the modifications have already been accepted by creditors who are impacted by them. The modifications are immaterial as to all other creditors because the treatment to other classes remains the same. All creditors and equity holders who have previously accepted the Plan should be deemed to accept the Modified Plan.

Likewise, the Modified Plan also satisfies the § 1125 disclosure requirements because the proposed modifications are immaterial to other classes and the fundamental information previously provided in the Debtor's Disclosure Statement has not changed.

The most significant fact is that the proposed plan payments to unsecured creditors remain unchanged. Although the term of the Hudson secured loan has been shortened to a 4-year term, unsecured creditors are not adversely impacted. Unsecured creditors will continue to

receive their payments from the Debtor, who will continue his business operations. Under the Debtor's original plan, the Debtor always had the ability to sell or refinance his Properties at a date earlier than the term of the Plan.

Lastly, this Motion and the Modified Plan are being sent to all creditors with a 21-day opportunity to object and/or change their ballot to accept or reject the Modified Plan. Therefore, adequate information is being provided to creditors as may be required under § 1127(f)(2). Given the circumstances, the Debtor believes notice is sufficient. The Modified Plan should be confirmed at the final hearing on confirmation scheduled for September 30, 2014 at 1:30 p.m.

Conclusion

Provided that no creditors change their vote on the Modified Plan, ***all classes will have accepted the Modified Plan***. For the reasons stated above, the Debtor requests that the Motion be approved and that the Modified Plan be confirmed by the Court.

Dated: August 27, 2014.

/s/ Justin M. Mertz
Justin M. Mertz
Kerkman & Dunn
Attorneys for the Debtor

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

MICHAEL H. DILWORTH,

Debtor.

Case No. 13-28043-PP
Chapter 11

NOTICE OF (I) MOTION TO MODIFY PLAN AND (II) FINAL HEARING ON CONFIRMATION OF THE DEBTOR'S PLAN

To: All Interested Parties

PLEASE TAKE NOTICE that the Debtor has filed the attached motion to modify the plan (the "Motion") pursuant to 11 U.S.C. § 1127. The Motion requests approval of certain modifications to the Debtor's second amended plan of reorganization (the "Modified Plan"), which are attached to the Motion as an exhibit. A clean copy of the Modified Plan is on file with the Court. The Debtor requests that the Court approve the Motion and confirm the Modified Plan.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The final hearing to consider confirmation of the Debtor's Modified Plan will be held at **1:30 p.m. on September 30, 2014** at:

Honorable Pamela Pepper
Room 149
United States Federal Courthouse
517 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202

If you do not want the Court to confirm the Modified Plan, or if you would like to change your ballot accepting or rejecting the Modified Plan, then on or before **September 17, 2014**, you

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or your attorney must file a written objection to the Modified Plan, or a notice indicating your intent to change your vote, with the Bankruptcy Court at the following address:

Clerk of Court
United States Bankruptcy Court
517 East Wisconsin Avenue, Room 126
Milwaukee, Wisconsin 53202

If you mail your objection or notice to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the date stated above.

You must also mail a copy of your objection or notice to:

Justin M. Mertz
Kerkman & Dunn
757 North Broadway, Suite 300
Milwaukee, WI 53202-3612

Debra L. Schneider
Office of the United States Trustee
517 E. Wisconsin Ave., Suite 430
Milwaukee, WI 53202

In addition to filing any objection or notice and mailing a copy of it as stated above, you or your attorney must also appear at the hearing on **September 30, 2014 at 1:30 p.m.**

If you or your attorney do not take these steps, the Court may decide that you do not oppose the Modified Plan, and may enter an order confirming it.

Dated: August 27, 2014.

/s/ Justin M. Mertz
Justin M. Mertz
Kerkman & Dunn

Attorneys for the Debtor,
Michael H. Dilworth

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

Michael H. Dilworth, **Case No. 13-28043-pp**

Debtor.

SECOND AMENDED PLAN OF REORGANIZATION
(as modified August 27, 2014)

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Dated: Milwaukee, Wisconsin
~~July 10~~August 27, 2014.

property taxes that accrued after the Petition Date that are secured by the Properties. On Retained Properties, Class 2A Claims are unimpaired and the Debtor shall pay such amounts as they become due.

(b) *Class 2B: Allowed Secured Pre-Petition Tax Claims.* The members of Class 2B hold Claims for property taxes that accrued prior to the Petition Date secured by the Properties.

On Retained Properties, Class 2B Claims have been paid in full by the Debtor during the pendency of the Case; but to the extent that Class 2B Claims on Retained Properties have not been paid, Class 2B Claims will be paid in full in equal monthly installments of principal and interest at the rate specified by 11 U.S.C. § 511 over a term of 60 months from the Petition Date, with payments commencing on the 15th day of the first month following the Effective Date.

On Released Properties, Class 2B Claims will be paid in full upon the sale of each Released Property, whether pursuant to (i) the Plan or an order of the Bankruptcy Court under § 363 or otherwise, or (ii) the sale of such Property pursuant to state law in a foreclosure sale or otherwise. On Released Properties, any applicable stay or injunction arising from the Debtor's filing of the chapter 11 case is terminated so that Class 2B Claims may realize on any rights to release on the Liens securing such Claims. Any Liens securing Class 2B Claims survive after the Confirmation Date. The Debtor shall have no obligation to make payments on Class 2B Claims with respect to Released Properties.

(c) *Class 2C: Allowed Priority Unsecured Claims.* The Allowed Priority Unsecured Claims in Class 2C are unimpaired under the Plan. The Allowed Priority Unsecured Claims will be paid in full on the Effective Date, unless otherwise agreed by the holder of a Claim in Class 2C.

3.3 *Classes 3A through 3E: Allowed Secured Lender Claims.*

(a) *Class 3A: Allowed Secured Claims of Hudson.*

(i) *Impairment.* The Allowed Secured Claims of Hudson are impaired.

(ii) *Amount.* Hudson's total Allowed Secured ~~Claims~~Claim shall be $17,974,191, this claim shall not be reduced by any payment made by the Debtor prior to the Confirmation Date and the Debtor's objection(s) thereto are deemed ~~to be $17,391,517~~withdrawn, waived and released.

(iii) *Retention of Liens.* Hudson shall retain its Liens on its Collateral to secure the Debtor's ~~and~~, the Reorganized Debtor's and "Newco's" (as hereinafter defined) obligations to Hudson under the Plan. Hudson's Allowed Secured Claim shall remain cross-collateralized as provided in the Prepetition Loan Documents; further, a default with respect to one Pre-Petition Loan Document may be considered a default with respect to all of the Prepetition Loan Documents for Hudson's Collateral, and shall be combined into consolidated obligations (one for each Newco) subject to the terms hereof.

(iv) *Treatment of Allowed Secured Claims and Collateral.*

(1) *Retained Properties.* Hudson's Collateral shall be Retained Properties. ~~Hudson's Allowed Secured Claims on Retained Properties shall be first reduced by the amount of adequate protection payments paid by the Debtor during the Case on each respective Retained Property. The remaining balances of Hudson's Allowed Secured Claims~~After the Effective Date, the Reorganized Debtor will transfer Hudson's Collateral to three limited liability companies, Newco 1 for Sheboygan Lakeview, Newco 2 for Forest Home Corporate Center, and Newco 3 for the remaining Properties (together, "Newco") which shall hold title to the Properties. Newco shall be obligated to the payment provisions of this Article of the Plan. The transfers shall be pursuant to 11 U.S.C. § 363 free and clear of all liens, claims, and encumbrances except for the Liens of Hudson and taxing authorities. Pursuant to 11 U.S.C. § 1146, neither the Debtor, the Reorganized Debtor, any co-debtor/borrower, any Guarantor, nor Newco shall have any liability for charges, taxes, or fees due to a governmental authority (including the State of Wisconsin or any city or county of Wisconsin) for the initial transfer of the Properties pursuant to this Plan.

(2) *Agreed Secured Claim Balances.* Hudson's Allowed Secured Claim shall be broken down and attributed to each Property as follows (each, an "Agreed Balance"):

Address	Common Name	Agreed Balance
1435 S. 7th St., Sheboygan	Sheboygan Lakeview	$158,554
1.5 & 1.8 Acre Outlots in Oak Creek	Rawson/Pennsylvania	$115,637
3030-3130 W. Rawson Ave., Franklin	3030 & 3130 Rawson	$500,000
11311 W. Forest Home Ave., Franklin	Forest Home Corp. Center	$6,100,000
705 Carol Street, Clinton	Carol Street	$2,500,000
650 W. Beaverbrook, Spooner	Pamida	$1,600,000
7530-7630 Pershing Blvd., Kenosha	Pershing/Sears/McDonalds	$7,000,000

~~(1)~~(3) *Payment Terms.* The Agreed Balances shall be paid by the Reorganized Debtor in equal monthly installments of principal with fixed interest at the rate of 4~~5~~.5% per annum amortized over 25 years with no pre-payment penalties. ~~However, the Debtor shall pay interest only on the balance attributed to the Forest Home Corporate Center Loan for a period of six months from the first payment under the Plan. Hudson shall release a Lien on a respective piece of Collateral in the event the balance of the amount of its Allowed Secured Claim allocated to such piece of Collateral is paid in full.~~ The monthly installments will commence on the 15th day of the first month following the Effective Date or the date of execution of the any documents required in Art. 3.3(a)(viii) whichever is later, and will continue on the 15th day of each subsequent month until the full principal amount is paid. ~~The balance of Hudson's Allowed Secured Claim~~Any remaining Agreed Balances shall be paid in full ~~30 days after~~on the due date of the ~~84th~~48th payment. The Reorganized Debtor shall pay Hudson the Agreed Balance for the Sheboygan Lakeview Property within 30 days of the Effective Date.

(4) *Release Prices.* Hudson shall release its Liens on a respective piece of Collateral in the event the Agreed Balance allocated to such piece of Collateral is paid in full. However, in the event the Reorganized Debtor sells or refinances one or more of the Hudson Properties within 1 or 2 years of the Effective Date, Hudson agrees to release its Lien(s)

on such Property or Properties, provided that Hudson receives the amounts indicated below (the "Release Price(s)"); after 2 years, the Release Prices shall revert to the remaining Agreed Balance associated with such Property. The amount of each monthly payment attributed to principal shall reduce each Release Price and/or Agreed Balance accordingly. If the Release Price is paid, any additional deficiency amount (i.e., the difference between the Agreed Balance and the Release Price) attributed to such Property shall be cancelled and released by Hudson upon receipt of the Release Price. Any net proceeds realized by the Reorganized Debtor above such Release Price shall be retained by the Reorganized Debtor.

Common Name	Year 1 Release Price	Year 2 Release Price
Sheboygan Lakeview	$158,554	$158,554
Rawson/Pennsylvania	$115,637	$115,637
3030 & 3130 Rawson	$400,000	$450,000
Forest Home Corp. Center	$5,700,000	$5,800,000
Carol Street	$2,400,000	$2,500,000
Pamida	$1,400,000	$1,500,000
Pershing/Sears/McDonalds	$6,500,000	$6,700,000

(5) *Deeds in Escrow & Default.* Newco shall provide to Hudson (or its assigns) quit-claim deeds, in recordable form, to be held in escrow by Hudson's attorneys. The deeds shall remain held in escrow unless and until (a) Newco or the Reorganized Debtor has materially defaulted under the terms of the Plan, (b) Newco or the Reorganized Debtor does not cure such default within 15 days of receiving written notice from Hudson. If Newco or the Reorganized Debtor does not cure such default, Hudson may, at its option, record the deeds and accept them in full satisfaction of the Agreed Balance(s) for each Property, or otherwise exercise its rights under the Prepetition Loan Documents. Newco shall be organized, and its operating agreement shall provide, that it may not seek relief under the Bankruptcy Code or any other insolvency statute without the unanimous consent of all of its members which members shall include at least one corporation not authorized to vote for such relief without the unanimous consent of its directors one of whom shall be appointed by Hudson.

(v) *Treatment of Allowed Unsecured Claim.* Any remaining ~~Unsecured Claim~~Claims of Hudson shall be treated as a Class 5 Unsecured Claim. Hudson agrees to waive any distribution to which it may be entitled on its remaining Class 5 Unsecured Claim, but may apply any payments made by the Debtor prior to the Confirmation Date thereto.

(vi) *Guaranties.* Upon the Effective Date, Hudson shall waive and discharge any Claim that it may have against the Debtor, any Guarantor, co-borrower, or co-debtor of the Prepetition Loan Documents in any amount above each respective Agreed Balance. All guaranties, including without limitation that of the Debtor, shall remain in effect as they existed prior to the Petition Date, but shall be amended to only secure the Agreed Balance(s) of Newco's and the Reorganized Debtor's obligations to Hudson under the Plan. Upon receipt of the Release Price on a particular Property, any and all collateral owned by a co-borrower, Guarantor, or entity owned by a Guarantor, that secures the obligations under the Prepetition Loan Documents associated with such Property, and any guaranties of the Prepetition Loan Documents and any documents under Art. 3.3(a)(viii) associated with such Property, shall be released by Hudson.

(vii) *Pending Actions.* Any and all state and/or district court proceedings initiated by Hudson against any co-borrower, co-debtor, or Guarantor of the Prepetition Loan Documents shall be dismissed upon the Effective Date of the Plan, with no costs or fees to any party.

~~(v)~~(viii) The Reorganized Debtor, Newco and any Guarantor, co-borrower or co-debtor, on the one hand, and Hudson, on the other hand, shall execute and deliver such note(s), instruments, agreements, mortgages, amendments to mortgages, guaranties and reaffirmations and related documents as counsel to Hudson may reasonably require to make effective and memorialize the terms of this Plan as soon as possible after the Confirmation Date.

(b) ***Class 3B: Allowed Secured Claims of BMO Harris.***

(i) *Impairment.* The Allowed Secured Claim of BMO Harris is impaired.

(ii) *Amount.* BMO Harris' Allowed Secured Claim shall be deemed to be the stipulated value of the Park Place Property, plus the value of any cash on deposit in the Debtor's Park Place Debtor-in-Possession Account, which together, shall be in an amount not less than $2,850,000.

(iii) *Retention of Liens.* BMO Harris shall retain its Liens on its Collateral.

(iv) *Treatment of Collateral and Allowed Secured Claim.* BMO Harris' Collateral shall be a Released Property and shall be governed by the terms of the BMO Harris Park Place Stipulation. The BMO Harris Collateral (the Park Place Property and the Debtor-in-Possession Account maintained by the Debtor for the Park Place Property) shall be surrendered to BMO Harris via a deed in lieu of foreclosure according to the terms of the BMO Harris Park Place Stipulation. BMO Harris' Allowed Secured Claim shall be deemed nonrecourse by BMO Harris' receipt of the BMO Harris Collateral via deed in lieu of foreclosure.

(v) *Treatment of Allowed Unsecured Claims.* Any remaining Unsecured Claims of BMO Harris shall be treated as Class 5 Claims. The BMO Harris Claim No. 39 Stipulation shall control the treatment of BMO Harris' remaining Unsecured Claims.

(c) ***Class 3C: Allowed Secured Claims of Spring.***

(i) *Impairment.* The Allowed Secured Claims of Spring are impaired.

(ii) *Amount.* Spring's total Allowed Secured Claims shall be deemed to be the following amounts on the following pieces of Collateral:

(1) A first-position loan of $491,049 on Spring's Collateral located at Harris Drive;

Secured Claims on the St. Martins Properties and the Hillside Property shall be deemed fully satisfied from WaterStone's receipt of the St. Martins Properties and the Hillside Property via deeds in lieu of foreclosure, or alternatively, from the net proceeds (after payment of all unpaid and delinquent taxes, liens, and other closing costs necessary to deliver clean title to any eventual buyer) that WaterStone may receive after the St. Martins Properties and the Hillside Property are sold in or outside of a foreclosure proceeding.

WaterStone's Allowed Secured Claims on the Janesville Properties shall be paid by the Debtor in monthly payments of ~~$11,158.23, consisting of interest in the amount of $7,427.79 and $3,730.44 for real estate tax escrow during the pendency of the Case beginning in November 2013. After the Effective Date, the Debtor shall make monthly payments of~~ principal and interest against the principal balance of the Janesville Allowed Secured Claims to WaterStone on or before the 15th day of each and every month in the amount of ~~$14,059.80~~13,674.66, consisting of ~~$10,329.36~~9,944.22 of principal and interest, and $3,730.44 for real estate tax escrow, such that the first principal and interest payment shall occur the month following the final interest-only payment made during the Case. One final payment shall be due June 15, 2015 in an amount equal to the then unpaid principal and accrued and unpaid interest of the Allowed Secured Claims attributed to the Janesville Properties.

(vi) *Treatment of Allowed Unsecured Claim.* Any Allowed Unsecured Claims of WaterStone shall be treated as Class 5 Allowed Claims, as further detailed in the WaterStone Stipulation.

3.4 ***Classes 4A through 4B: Security Deposit Claimants.*** As part of the Tenant Leases, the Security Deposit Claimants may have provided the Debtor with security deposits to secure their obligations under each Tenant Lease.

(a) ***Class 4A: Leases Rejected by the Debtor.*** The Allowed Unsecured Claims of Tenants that arise from the Debtor's rejection of such Tenant Leases during this Case shall be paid in full within 45 days of the Effective Date. **The Debtor hereby rejects the Tenant Leases on any of the Released Properties, effective on the Confirmation Date.** The Bankruptcy Court fixed the time for filing proof of claim in the Case; however, pursuant to Rule 3003(c)(3), members of Class 4A whose leases are rejected effective on the Confirmation Date shall have 30 days from the Confirmation Date to file any proof of claim against the Debtor.

(b) ***Class 4B: Leases Assumed by the Debtor.*** All Tenant Leases that are not explicitly rejected by the Debtor by motion or pursuant to the Plan are hereby assumed. The assumed Leases are (i) unimpaired by this Plan, and (ii) are therefore not entitled to vote on the Plan. Security deposits that must be returned to the Security Deposit Claimants pursuant to the terms of each Tenant Lease will be returned in the ordinary course of business.

The Debtor's assumption of Tenant Leases (unless otherwise rejected by a motion filed with the Court) requires the Debtor and the Reorganized Debtor to continue performance pursuant to the terms of each such Tenant Lease, including the return of the Security Deposit Claimants' security deposits pursuant to the terms of each Tenant Lease. There are no cure amounts necessary to be paid due to the Debtor's assumption of the Tenant Leases.

3.5 ***Class 5: Allowed Non-Trade, Non-Insider Unsecured Claims.*** Allowed Claims in Class 5 shall consist of Allowed Unsecured Claims against the Debtor which are not otherwise included within Classes 6, 7, or 8. Claims in Class 5 are impaired under the Plan. Unless otherwise agreed to less favorable treatment by the holder of a Class 5 Claim, Allowed Claims in Class 5 shall receive a Pro-Rata Share of $25,000, payable within six months following the Effective Date.

3.6 ***Class 6: Allowed Unsecured Insider Claims.*** Allowed Claims in Class 6 are impaired and shall consist of the Allowed Unsecured Insider Claims. Allowed Claims in Class 6 shall retain any interest they (or their companies) may have in the Properties as co-owners. Class 6 Insider Claims shall be subordinated to Class 8 and will only receive payments on such Claims in the event Class 8 is paid in full. ~~Class 6 Creditors shall share in the future profits, if any, generated by the Properties to reduce the balance of their Claims against the Debtor~~Any applicable statute of limitations to enforce a Class 6 Claim shall be deemed tolled from the Petition Date through the completion of payments to Class 8 Claims. Thereafter, Class 6 Creditors may enforce their Claims against the Debtor and may, without limitation, share in the future profits, if any, generated by the Properties to reduce the balance of their Claims against the Debtor.

3.7 ***Class 7: Allowed Unsecured Contingent Claims.*** Allowed Unsecured Claims in Class 7 are impaired. To the extent that the Debtor's filing of this Case could be considered a default under the terms and provisions of any guaranteed obligations and/or guaranty agreements, such default shall be deemed waived by members of Class 7. However, the Debtor hereby reaffirms that all guaranteed obligations and guaranty agreements including those executed by him in favor of Tri City National Bank, PNC Bank, N.A., Ally Financial, and Associated Bank N.A. (collectively, the "Guarantees"), remain in full force and effect and acknowledges that this Case and the Plan are not intended to affect or limit the continuing nature of the Guarantees of Class 7 Creditors.

3.8 ***Class 8: Allowed Unsecured Trade Claims.*** Allowed Unsecured Claims in Class 8 shall be paid in full, in equal installments beginning the 15th day of the first month following the Effective Date. The Debtor reserves the right to make monthly, quarterly, or bi-annual distributions to the Creditors in Class 8 for administrative convenience purposes.

3.9 ***Class 9: Equity Interests in the Debtor.*** The Interests in Class 9 are unimpaired and unaffected under the Plan. They shall retain their Interests.

3.10 ***Prepayment Without Penalty.*** At any time, the Reorganized Debtor may prepay, without penalty, any of his obligations under the Plan to any Creditor if the Debtor or Reorganized Debtor has the ability to do so and otherwise complies with his obligations under the Plan.

3.11 ***Continuance of Prepetition Loan Documents.*** The Prepetition Loan Documents shall continue in effect to the extent consistent with the provisions of the Plan. If requested by a Lender, the Reorganized Debtor shall execute a Prepetition Loan Document assumption agreement consistent with the provisions of the Plan. Notwithstanding the foregoing, such assumption agreement shall not modify or amend the Prepetition Loan Documents except as provided by the Plan, and the Reorganized Debtor shall not be required to execute new or additional loan documents except for such assumption agreement(s) referenced herein.

Claim shall be entitled to the accrual of post-petition interest on account of such Claim.

11.9 Any documents necessary to effect the provisions of the Plan will be filed with the Bankruptcy Court before the hearing on confirmation.

11.10 The attorneys' fees and costs to administer consummation of the Plan shall be reasonable.

ARTICLE XII
CONCLUSION

The Plan reflects the Debtor's best efforts to reorganize his business in a manner that preserves his continued viability, advances the interests of creditors, and complies in all aspects with the requirements of the Code.

Dated: ~~July 10~~August 27, 2014.

By: */s/ Justin M. Mertz*
Justin M. Mertz
Kerkman & Dunn

Attorneys for the Debtor,
Michael H. Dilworth

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	Oct-14	Nov-14	Dec-14
Revenues (Rents)			
3030 & 3130 W Rawson Avenue	-	-	-
Carol Street	44,365	44,365	44,365
Pershing	96,455	96,455	96,455
Forest Home Corporate Center	27,269	27,269	27,269
Pamida	14,000	14,000	14,000
Rawson Village	-	-	-
Sheboygan	-	-	-
Mike's No.10-Port Washington	-	-	-
Layton Avenue	600	600	600
Revenue Total	182,689	182,689	182,689
Operating Expenses			
General Repairs / Maint.	(7,745)	(7,745)	(7,745)
Snow Removal	(3,700)	(3,700)	(3,700)
Trash Removal	(2,213)	(2,213)	(2,213)
Landscaping	(2,254)	(2,254)	(2,254)
Management Fees	(11,660)	(11,660)	(11,660)
Utilities			
Water / Sewer	(5,370)	(5,370)	(5,370)
Electric / Gas	(4,955)	(7,605)	(7,605)
Insurance	(4,740)	(4,740)	(4,740)
Non-Operating Expenses			
Tax Escrows	(44,895)	(44,895)	(44,895)
Plan Payments			
Class 1 Administrative		(90,875)	
Class 2 Priority Claims		(1,823)	(43)
Class 3 Secured Lenders			
Hudson	(78,908)	(267,958)	(109,404)
Spring Bank		(4,814)	(4,814)
Class 5 Unsecured Claims		(25,000)	
Class 8 Unsecured Claims		(6,629)	(6,629)
Business Expenses Total	(166,439)	(487,280)	(211,071)
Personal Income			
Payroll	4,734	4,734	4,734
Cash Flow from LLCs	4,293	4,293	4,293
Personal Revenue Total	9,027	9,027	9,027
Personal Expenses			
Utilities	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)
Pool maintenance	(335)	(335)	(335)
Lawn maintenance/Snow Plowing	(1,650)	(1,650)	(1,650)
Pest control	(70)	(70)	(70)
Pier installation & removal	(170)	(170)	(170)
Plumbing	(40)	(40)	(40)
HVAC	(40)	(40)	(40)
Lake dues	(70)	(70)	(70)
Misc. service work, repairs	(400)	(400)	(400)
Medical	-	-	-
Dental	(750)	(750)	(750)
Wisconsin Club	(220)	(220)	(220)
Milwaukee Journal subscription	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders			
Waterstone	(9,944)	(9,944)	(9,944)
Personal Expenses Total	(17,354)	(17,354)	(17,354)
Net Cash Flow	7,922	(312,918)	(36,709)
Cumulative Cash Balance	373,428	60,509	23,800

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	99,501	99,501	99,557	99,640	99,678	99,678
Forest Home Corporate Center	41,633	41,633	41,633	41,633	41,633	41,633
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	581	581	581	581	581	581
Revenue Total	208,030	208,030	208,086	208,169	208,207	208,207
Operating Expenses						
General Repairs / Maint.	(8,750)	(8,750)	(8,750)	(8,750)	(8,750)	(8,750)
Snow Removal	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)
Trash Removal	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)
Landscaping	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)
Management Fees	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)
Utilities						
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)
Electric / Gas	(8,472)	(8,472)	(8,472)	(8,472)	(8,472)	(8,472)
Insurance	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)
Non-Operating Expenses						
Tax Escrows	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(109,404)	(109,404)	(109,404)	(109,404)	(109,404)	(109,404)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(203,642)	(203,642)	(203,642)	(203,642)	(203,642)	(203,642)
Personal Income						
Payroll	5,500	5,500	5,500	5,500	5,500	5,500
Cash Flow from LLCs	7,462	7,462	7,462	7,462	7,462	7,462
Personal Revenue Total	12,962	12,962	12,962	12,962	12,962	12,962
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(224)	(224)	(224)	(224)	(224)	(224)
Lawn maintenance/Snow Plowing	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)
Pest control	(47)	(47)	(47)	(47)	(47)	(47)
Pier installation & removal	(114)	(114)	(114)	(114)	(114)	(114)
Plumbing	(27)	(27)	(27)	(27)	(27)	(27)
HVAC	(27)	(27)	(27)	(27)	(27)	(27)
Lake dues	(47)	(47)	(47)	(47)	(47)	(47)
Misc. service work, repairs	(400)	(400)	(400)	(400)	(400)	(400)
Medical	-	-	-	-	-	-
Dental	(503)	(503)	(503)	(503)	(503)	(503)
Wisconsin Club	(147)	(147)	(147)	(147)	(147)	(147)
Milwaukee Journal subscription	(20)	(20)	(20)	(20)	(20)	(20)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)
Personal Expenses Total	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)
Net Cash Flow	(891)	(891)	(834)	(752)	(713)	(713)
Cumulative Cash Balance	22,909	22,019	21,185	20,433	19,720	19,007

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	2015 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	99,678	99,678	99,678	99,678	99,846	99,846	1,195,961
Forest Home Corporate Center	57,877	57,877	57,877	57,877	57,877	57,877	597,056
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	581	581	581	581	581	581	6,977
Revenue Total	222,451	222,451	222,451	222,451	222,619	222,619	2,571,773
Operating Expenses							
General Repairs / Maint.	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(81,003)
Snow Removal	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(44,412)
Trash Removal	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(26,557)
Landscaping	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(27,060)
Management Fees	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(131,124)
Utilities							
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(64,446)
Electric / Gas	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(77,667)
Insurance	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(56,940)
Non-Operating Expenses							
Tax Escrows	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(483,816)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,291,522)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(200,088)	(200,088)	(200,088)	(200,088)	(200,086)	(200,088)	(2,422,382)
Personal Income							
Payroll	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Cash Flow from LLCs	7,462	7,462	7,462	7,462	7,462	7,462	89,543
Personal Revenue Total	12,962	12,962	12,962	12,962	12,962	12,962	155,543
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(224)	(224)	(224)	(224)	(224)	(224)	(2,693)
Lawn maintenance/Snow Plowing	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(13,266)
Pest control	(47)	(47)	(47)	(47)	(47)	(47)	(563)
Pier installation & removal	(114)	(114)	(114)	(114)	(114)	(114)	(1,367)
Plumbing	(27)	(27)	(27)	(27)	(27)	(27)	(322)
HVAC	(27)	(27)	(27)	(27)	(27)	(27)	(322)
Lake dues	(47)	(47)	(47)	(47)	(47)	(47)	(563)
Misc. service work, repairs	(400)	(400)	(400)	(400)	(400)	(400)	(4,800)
Medical	-	-	-	-	-	-	-
Dental	(503)	(503)	(503)	(503)	(503)	(503)	(6,030)
Wisconsin Club	(147)	(147)	(147)	(147)	(147)	(147)	(1,769)
Milwaukee Journal subscription	(20)	(20)	(20)	(20)	(20)	(20)	(241)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(119,331)
Personal Expenses Total	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(194,886)
Net Cash Flow	19,084	19,084	19,084	19,084	19,252	19,252	110,049
Cumulative Cash Balance	38,091	57,175	76,260	95,344	114,596	133,849	

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	99,846	99,846	100,113	100,358	100,358	101,220
Forest Home Corporate Center	64,543	64,543	64,543	64,543	64,543	64,543
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	593	593	593	593	593	593
Revenue Total	229,297	229,297	229,564	229,809	229,809	230,671
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)
Landscaping	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)
Management Fees	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)
Utilities						
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)
Electric / Gas	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)
Insurance	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)
Non-Operating Expenses						
Tax Escrows	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)
Personal Income						
Payroll	5,500	5,500	5,500	5,500	5,500	5,500
Cash Flow from LLCs	5,280	5,280	5,280	5,280	5,280	5,280
Personal Revenue Total	10,780	10,780	10,780	10,780	10,780	10,780
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(111)	(111)	(111)	(111)	(111)	(111)
Lawn maintanance/Snow Plowing	(545)	(545)	(545)	(545)	(545)	(545)
Pest control	(23)	(23)	(23)	(23)	(23)	(23)
Pier installation & removal	(56)	(56)	(56)	(56)	(56)	(56)
Plumbing	(13)	(13)	(13)	(13)	(13)	(13)
HVAC	(13)	(13)	(13)	(13)	(13)	(13)
Lake dues	(23)	(23)	(23)	(23)	(23)	(23)
Misc. service work, repairs	(132)	(132)	(132)	(132)	(132)	(132)
Medical	-	-	-	-	-	-
Dental	(248)	(248)	(248)	(248)	(248)	(248)
Wisconsin Club	(73)	(73)	(73)	(73)	(73)	(73)
Milwaukee Journal subscription	(10)	(10)	(10)	(10)	(10)	(10)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)
Personal Expenses Total	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)
Net Cash Flow	44,155	44,155	44,422	44,667	44,867	45,529
Cumulative Cash Balance	178,004	222,159	266,580	311,247	355,913	401,442

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	2016 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	101,220	101,436	101,436	101,436	101,436	101,436	1,210,141
Forest Home Corporate Center	64,543	64,543	64,543	64,543	64,543	64,543	774,512
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	593	593	593	593	593	593	7,116
Revenue Total	230,671	230,887	230,887	230,887	230,887	230,887	2,763,549
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,006)
Snow Removal	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(44,424)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(26,564)
Landscaping	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(27,070)
Management Fees	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(141,499)
Utilities							
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(64,453)
Electric / Gas	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(39,675)
Insurance	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(57,005)
Non-Operating Expenses							
Tax Escrows	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(318,019)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(2,207,750)
Personal Income							
Payroll	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Cash Flow from LLCs	5,280	5,280	5,280	5,280	5,280	5,280	63,358
Personal Revenue Total	10,780	10,780	10,780	10,780	10,780	10,780	129,358
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(111)	(111)	(111)	(111)	(111)	(111)	(1,327)
Lawn maintenance/Snow Plowing	(545)	(545)	(545)	(545)	(545)	(545)	(6,534)
Pest control	(23)	(23)	(23)	(23)	(23)	(23)	(277)
Pier installation & removal	(56)	(56)	(56)	(56)	(56)	(56)	(673)
Plumbing	(13)	(13)	(13)	(13)	(13)	(13)	(158)
HVAC	(13)	(13)	(13)	(13)	(13)	(13)	(158)
Lake dues	(23)	(23)	(23)	(23)	(23)	(23)	(277)
Misc. service work, repairs	(132)	(132)	(132)	(132)	(132)	(132)	(1,584)
Medical	-	-	-	-	-	-	-
Dental	(248)	(248)	(248)	(248)	(248)	(248)	(2,970)
Wisconsin Club	(73)	(73)	(73)	(73)	(73)	(73)	(871)
Milwaukee Journal subscription	(10)	(10)	(10)	(10)	(10)	(10)	(119)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(84,742)
Personal Expenses Total	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(143,311)
Net Cash Flow	45,529	45,745	45,745	45,745	45,745	45,745	541,846
Cumulative Cash Balance	446,971	492,716	538,461	584,205	629,950	675,694	

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	101,436	101,436	101,436	101,436	101,436	101,436
Forest Home Corporate Center	67,877	67,877	67,877	67,877	67,877	67,877
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	605	605	605	605	605	605
Revenue Total	234,232	234,232	234,232	234,232	234,232	234,232
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)
Landscaping	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)
Management Fees	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)
Utilities						
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)
Insurance	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)
Non-Operating Expenses						
Tax Escrows	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)
Personal Income						
Payroll	6,500	6,500	6,500	6,500	6,500	6,500
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084
Personal Revenue Total	16,584	16,584	16,584	16,584	16,584	16,584
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)
Personal Expenses Total	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)
Net Cash Flow	51,613	51,613	51,613	51,613	51,613	51,613
Cumulative Cash Balance	727,307	778,920	830,533	882,146	933,759	985,372

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	2017 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	101,436	101,436	101,436	101,436	101,436	101,958	1,217,753
Forest Home Corporate Center	67,877	67,877	67,877	64,483	67,877	67,877	811,126
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	605	605	605	605	605	605	7,259
Revenue Total	234,232	234,232	234,232	230,839	234,232	234,755	2,807,918
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,009)
Snow Removal	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(44,437)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(26,571)
Landscaping	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(27,081)
Management Fees	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(143,330)
Utilities							
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(64,460)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(39,682)
Insurance	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(57,072)
Non-Operating Expenses							
Tax Escrows	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(376,978)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(2,268,654)
Personal Income							
Payroll	6,500	6,500	6,500	6,500	6,500	6,500	78,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084	121,008
Personal Revenue Total	16,584	16,584	16,584	16,584	16,584	16,584	199,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,990)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(64,419)
Personal Expenses Total	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(121,788)
Net Cash Flow	51,613	51,613	51,613	48,219	51,613	52,135	616,483
Cumulative Cash Balance	1,036,984	1,088,597	1,140,210	1,188,429	1,240,042	1,292,177	

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	101,958	101,958	101,958	101,958	103,040	103,040
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	13,300	13,300	13,300	13,300	13,300	13,300
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	617	617	617	617	617	617
Revenue Total	230,673	230,673	230,673	230,673	231,755	231,755
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)
Trash Removal	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)
Landscaping	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities						
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)
Insurance	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)
Non-Operating Expenses						
Tax Escrows	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)
Personal Income						
Payroll	7,000	7,000	7,000	7,000	7,000	7,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084
Personal Revenue Total	17,084	17,084	17,084	17,084	17,084	17,084
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	54,027	54,027	54,027	54,027	55,109	55,109
Cumulative Cash Balance	1,346,204	1,400,231	1,454,257	1,508,284	1,563,393	1,618,501

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,040	103,040	103,040	103,040	103,040	103,040	1,232,155
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	13,300	13,300	13,300	13,300	13,300	13,300	159,600
Rawson Vilage	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	617	617	617	617	617	617	7,404
Revenue Total	231,755	231,755	231,755	231,755	231,755	231,755	2,776,732
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,012)
Snow Removal	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(44,449)
Trash Removal	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(26,579)
Landscaping	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(27,091)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,463)
Utilities							
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(64,466)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(39,690)
Insurance	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(57,140)
Non-Operating Expenses							
Tax Escrows	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(377,466)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(2,267,392)
Personal Income							
Payroll	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084	121,008
Personal Revenue Total	17,084	17,084	17,084	17,084	17,084	17,084	205,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	55,109	55,109	55,109	55,109	55,109	55,109	656,976
Cumulative Cash Balance	1,673,610	1,728,719	1,783,827	1,838,936	1,894,045	1,949,153	

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	103,217	103,217	103,217	103,217	103,217	103,217
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	629	629	629	629	629	629
Revenue Total	232,644	232,644	232,644	232,644	232,644	232,644
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities						
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)
Electric / Gas	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)
Insurance	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)
Non-Operating Expenses						
Tax Escrows	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(189,001)	(189,001)	(189,001)	(189,001)	(189,001)	(189,001)
Personal Income						
Payroll	7,500	7,500	7,500	7,500	7,500	7,500
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167
Personal Revenue Total	19,667	19,667	19,667	19,667	19,667	19,667
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	58,529	58,529	58,529	58,529	58,529	58,529
Cumulative Cash Balance	2,007,683	2,066,212	2,124,741	2,183,271	2,241,800	2,300,329

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	2019 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,217	103,448	103,448	103,448	103,553	103,553	1,239,865
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	629	629	629	629	629	629	7,552
Revenue Total	232,644	232,875	232,875	232,875	232,980	232,980	2,793,091
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,016)
Snow Removal	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(44,462)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(26,586)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(27,102)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,463)
Utilities							
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(64,473)
Electric / Gas	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(39,697)
Insurance	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(57,209)
Non-Operating Expenses							
Tax Escrows	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(377,984)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims							(259)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims							(39,772)
Business Expenses Total	(182,329)	(182,329)	(182,329)	(182,329)	(182,329)	(182,329)	(2,227,977)
Personal Income							-
Payroll	7,500	7,500	7,500	7,500	7,500	7,500	90,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167	146,008
Personal Revenue Total	19,667	19,667	19,667	19,667	19,667	19,667	236,008
Personal Expenses							-
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							-
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	65,201	65,432	65,432	65,432	65,537	65,537	743,749
Cumulative Cash Balance	2,365,531	2,430,963	2,496,396	2,561,828	2,627,365	2,692,902	

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	103,553	103,553	103,553	103,553	103,553	103,553
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Parnide	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	642	642	642	642	642	642
Revenue Total	232,992	232,992	232,992	232,992	232,992	232,992
Operating Expenses						
General Repairs / Maint.	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)
Snow Removal	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities	-	-	-	-	-	-
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)
Electric / Gas	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)
Insurance	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)
Non-Operating Expenses	-	-	-	-	-	-
Tax Escrows	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)
Plan Payments	-	-	-	-	-	-
Class 1 Administrative						
Class 2 Priority Claims						
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims						
Business Expenses Total	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)
Personal Income						
Payroll	8,000	8,000	8,000	8,000	8,000	8,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167
Personal Revenue Total	20,167	20,167	20,167	20,167	20,167	20,167
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	65,997	65,997	65,997	65,997	65,997	65,997
Cumulative Cash Balance	2,758,900	2,824,897	2,890,894	2,956,891	3,022,889	3,088,886

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	2020 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,553	103,553	103,553	103,553	103,659	103,659	1,242,842
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	642	642	642	642	642	642	7,703
Revenue Total	232,992	232,992	232,992	232,992	233,098	233,098	2,798,119
Operating Expenses							
General Repairs / Maint.	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(81,018)
Snow Removal	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(44,476)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(26,594)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(27,113)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,464)
Utilities	-	-	-	-	-	-	
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(64,480)
Electric / Gas	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(39,705)
Insurance	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(57,280)
Non-Operating Expenses	-	-	-	-	-	-	
Tax Escrows	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(378,472)
Plan Payments	-	-	-	-	-	-	
Class 1 Administrative							
Class 2 Priority Claims							-
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims							
Business Expenses Total	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(2,188,576)
Personal Income							
Payroll	8,000	8,000	8,000	8,000	8,000	8,000	96,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167	146,008
Personal Revenue Total	20,167	20,167	20,167	20,167	20,167	20,167	242,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier Installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	65,997	65,997	65,997	65,997	66,103	66,103	792,179
Cumulative Cash Balance	3,154,883	3,220,880	3,286,877	3,352,875	3,418,978	3,485,081	

II

5.5

R. O. No. 238- 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a Summons and Complaint in the matter of Donald W. Keniston vs. City of Sheboygan et al.

Susan Richards
City Clerk

Finance

Pen

II

4.1

R. O. No. 301 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City Bus.

Susan Richards
City Clerk

Finance & Transit

new

VI

5.4

R. C. No. 351- 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

- R. O. No. 171-13-14 by the City Clerk submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of S. 15th St. and Illinois Ave.

- R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup

- R. O. No. 255-13-14 by the City Clerk submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014

- R. O. No 257-13-14 by the City Clerk submitting a communication from Atty. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date

- R. O. No. 269-13-14 by the City Clerk submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk plow hit their building

- R. O. No. 301-13-14 by the City Clerk submitting a Notice of Claim and Claim from Atty. TeWinkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City bus

- R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City bus (reference R. O. No. 257-13-14)

Insurance Dept

- R. O. No. 307-13-14 by the City Clerk submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve a claim for alleged damages to AT&T facilities at the N. 10th St. location

- R. O. No. 331-13-14 by the City Clerk submitting a claim from AT&T for alleged damages to an AT&T pole in the 1000 block of N. 10th St.

- R. O. No. 332-13-14 by the City Clerk submitting a claim from Nicole Reynolds for alleged damages to her vehicle when City front-end loaders were removing snow and scratched from the front driver's side panel to the passenger door

recommends that the documents be referred to the Finance Committee of the new Common Council.

Finance new C C

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.6

R. C. No. 353 - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

- R. O. No. 238-13-14 by the City Clerk submitting a Summons and Complaint in the matter of Donald W. Keniston vs City of Sheboygan et al.

- R. O. No. 330-13-14 by the City Clerk submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs Estate of Catherine A. Kober et al.

recommends that the documents be referred to the Finance Committee of the new Common Council.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.5

R. O. No. 12 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Terry Weimann for alleged injuries when they slipped on the ice in the Library parking lot.

Susan Richards
City Clerk

Finance

DATE RECEIVED 4-14-14

RECEIVED BY L Schroeder

CLAIM NO. 3-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

APR 14 '14 AM 10:59

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Terry Weimann
2. Home address of Claimant: 2210 Meadowland Dr #104
3. Home phone number: 920 917-9151
4. Business address and phone number of Claimant: (With child)
795 Woodlake Rd Kohler (920 287-7611)
5. When did damage or injury occur? (date, time of day) 2/26/14 9:45 AM.
6. Where did damage or injury occur? (give full description) Parking Lot of Library
7. How did damage or injury occur? (give full description) Slipped on Ice - fell and Broke Knee cap in 3 places -
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: Parking lot Poor Removal of ice & snow

   (b) Claimant's statement of basis for such liability: _____

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

fell on Ice - Broke Knee cap in 3 places
Loss of Work unable to Drive for a period of time

11. Name and address of any other person injured: _____

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

Auto: $_____

Property: $_____

Personal injury: $ Pending

Other: (Specify below $_____

TOTAL

Damaged vehicle (if applicable)

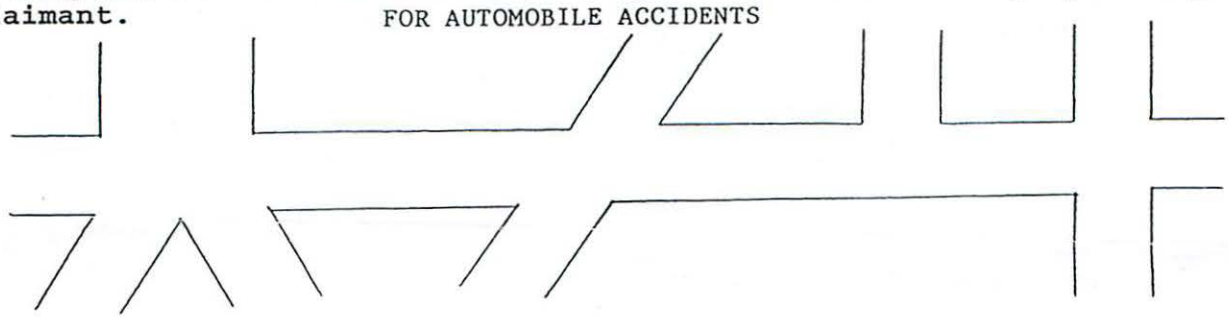
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

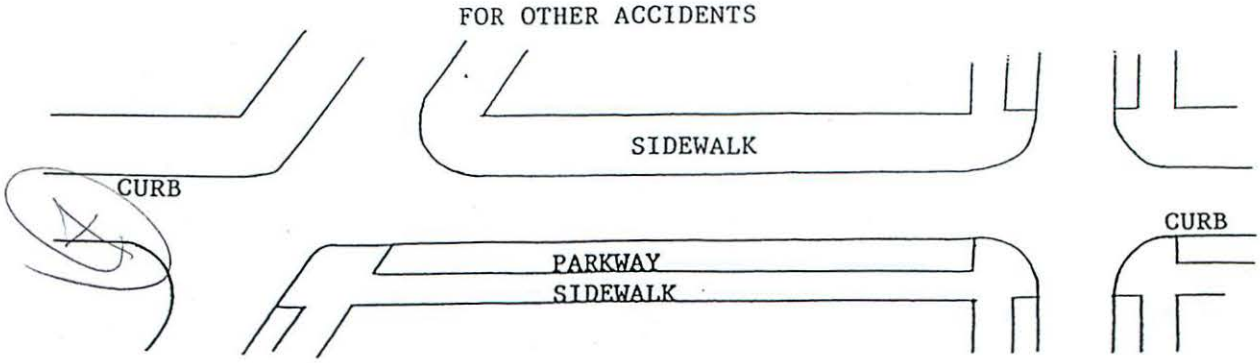
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Terry We Date: 2/11/14

DATE RECEIVED 4-14-14

RECEIVED BY L S Schneider

CLAIM NO. 3-14

APR 14'14 AM10:59

CLAIM

Claimant's Name: Terry Weimann

Claimant's Address: 2210 Meadowland Dr #104 Sheboygan, Wi

Claimant's Phone No. 920 917-9151

Auto	$
Property	$
Personal Injury	$ pending
Other (Specify below)	$
TOTAL	Pending

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

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

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

SIGNED: Terry We

DATE: 4/11/14

ADDRESS: 2210 Meadowland Dr #104
Sheboygan, Wi 53081

Gonzal

459-3400 ext

MEAD PUBLIC LIBRARY
ACCIDENT AND INJURY REPORT

Immediate concern should always be for the comfort and well-being of an injured patron or employee. Phone a police rescue unit (9-911) for a serious injury or give first-aid if necessary before completing the report. Please print all information. Return completed reports to the Business Office.

INJURED PERSON

Name TERRY WEIMANN

Address 2210 MEADOWLAND DR. APT. 104 City SHEB.

Zip _____ Telephone Number 917-9151 Age 69

Parent or Guardian Name _____ Phone _____

ACCIDENT INFORMATION

When did the accident occur? Date 2/26/14 Time 9 : 45 a.m. or p.m. (circle)

Where EXACTLY in the building did the accident occur? PARKING LOT

If the accident occurred outside of the building, determine and describe the EXACT location (include such facts as feet from the building, under the overhang, etc.).

Describe what happened FELL ON ICE - ~~NORTHEAST~~ NORTHEAST SIDE

INJURY INFORMATION

Describe in detail the injury HURT KNEE, CUTS ON HAND DIZZY

Did the injury require an ambulance or police rescue unit? Yes _____ No X

If first-aid was required, who performed the first-aid? BARB HEINRICH

What first-aid was performed? BAND AIDS

Did the injured require professional medical attention? Yes _____ No UNDECIDED

If so, where? _____ Name of physician, if known _____

How could the injury have been prevented? UNKNOWN

Claim #3-14

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 33

PICA

PICA

CARRIER

1. MEDICARE ( ) (Medicare#) MEDICAID ( ) (Medicaid#) TRICARE ( ) (ID#/DoD#) CHAMPVA ( ) (Member ID#) GROUP HEALTH PLAN ( ) (ID#) FECA BLK LUNG ( ) (ID#) OTHER (X) (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM 08 DD 25 YY 1944 SEX M ( ) F (X)

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self (X) Spouse ( ) Child ( ) Other ( )

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) ( ) YES (X) NO

a. INSURED'S DATE OF BIRTH MM 08 DD 25 YY 1944 SEX M ( ) F (X)

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? ( ) YES (X) NO PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? (X) YES ( ) NO

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? ( ) YES (X) NO *If yes*, complete items 9, 9a, and 9d.

PATIENT AND INSURED INFORMATION

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 040214

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM 02 DD 26 YY 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? ( ) YES (X) NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

PHYSICIAN OR SUPPLIER INFORMATION

24. A. DATE(S) OF SERVICE From MM	DD	YY	To MM	DD	YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 03	31	14	03	31	14	11		99212		A	142 00	1		NPI	1083729149
2														NPI	
3														NPI	
4														NPI	
5														NPI	
6														NPI	

25. FEDERAL TAX I.D. NUMBER 391678306 SSN ( ) EIN (X)

26. PATIENT'S ACCOUNT NO. G238538230

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) (X) YES ( ) NO

28. TOTAL CHARGE $ 14200

29. AMOUNT PAID $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

DOUGLAS A FEHRMAN

SIGNED 040214 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

PASSPORT-53495 1 of 1 112082--33

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured": i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613, E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the 'Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 37

PICA

1. MEDICARE ( ) (Medicare#) MEDICAID ( ) (Medicaid#) TRICARE ( ) (ID#/DoD#) CHAMPVA ( ) (Member ID#) GROUP HEALTH PLAN ( ) (ID#) FECA BLK LUNG ( ) (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM 08 DD 25 YY 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO

a. INSURED'S DATE OF BIRTH MM 08 DD 25 YY 1944 SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? [X] YES [ ] NO

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? [ ] YES [X] NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 050314

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM 02 DD 26 YY 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

	24. A. DATE(S) OF SERVICE From MM	DD	YY	To MM	DD	YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05	01	14	05	01	14	11		97140		A	78 00	1		NPI	1083729149
2	05	01	14	05	01	14	11		97035		A	64 00	1		NPI	1083729149
3															NPI	
4															NPI	
5															NPI	
6															NPI	

25. FEDERAL TAX I.D. NUMBER SSN [ ] EIN [X]: 391678306

26. PATIENT'S ACCOUNT NO.: G246088240

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO

28. TOTAL CHARGE $ 14200

29. AMOUNT PAID $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

DOUGLAS A FEHRMAN

SIGNED 050314 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Claim 3-14

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

103337 - 32

APR 24 '14 PM 4:45

PICA

1. MEDICARE ( ) (Medicare #) MEDICAID ( ) (Medicaid #) TRICARE CHAMPUS ( ) (Sponsor's SSN) CHAMPVA ( ) (Member ID#) GROUP HEALTH PLAN ( ) (SSN or ID) FECA BLK LUNG ( ) (SSN) OTHER [X] (ID)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY: 08 25 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE:

8. PATIENT STATUS: Single [ ] Married [ ] Other [X]; Employed [ ] Full-Time Student [ ] Part-Time Student [ ]

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial):

a. OTHER INSURED'S POLICY OR GROUP NUMBER:

b. OTHER INSURED'S DATE OF BIRTH MM DD YY SEX M [ ] F [ ]

c. EMPLOYER'S NAME OR SCHOOL NAME:

d. INSURANCE PLAN NAME OR PROGRAM NAME:

10. IS PATIENT'S CONDITION RELATED TO:

a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO

b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)

c. OTHER ACCIDENT? [X] YES [ ] NO

10d. RESERVED FOR LOCAL USE

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 SEX M [ ] F [X]

b. EMPLOYER'S NAME OR SCHOOL NAME:

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? [ ] YES [X] NO *If yes*, return to and complete item 9 a-d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED: SIGNATURE ON FILE DATE: 02/28/14

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED: SIGNATURE ON FILE

14. DATE OF CURRENT: MM DD YY 02 2614 ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP)

15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: SUTHAR, SANJAY B

17a.

17b. NPI 1437266533

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. RESERVED FOR LOCAL USE

20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line)

1. 92411
2. 92320
3. 8220
4. 9140

22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	02 26 14	02 26 14	11		99214	25	1234	29900	1		NPI	1033127683
2	02 26 14	02 26 14	11		90714		12	4300	1		NPI	1033127683
3	02 26 14	02 26 14	11		L1830		13	13700	1		NPI	1033127683
4	02 26 14	02 26 14	11		90471		12	4500	1		NPI	1033127683
5											NPI	
6											NPI	

25. FEDERAL TAX I.D. NUMBER: 391678306 SSN [ ] EIN [X]

26. PATIENT'S ACCOUNT NO.: G230857620

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO

28. TOTAL CHARGE: $ 52400

29. AMOUNT PAID: $

30. BALANCE DUE: $ 52400

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

THOMAS M AMBELANG

SIGNED 3/1/2014 1 DATE

32. SERVICE FACILITY LOCATION INFORMATION

AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # ( )

AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI 530813129

a. 1174670244 b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org

APPROVED OMB-0938-0999 FORM CMS-1500 (08/05)

PASSPORT-53495

103337--32

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND CHAMPUS PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information, including employment status, and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or CHAMPUS participation cases, the physician agrees to accept the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and noncovered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary if this is less than the charge submitted. CHAMPUS is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured": i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, CHAMPUS, FECA AND BLACK LUNG)

I certify that the services shown on this form were medically indicated and necessary for the health of the patient and were personally furnished by me or were furnished incident to my professional service by my employee under my immediate personal supervision, except as otherwise expressly permitted by Medicare or CHAMPUS regulations.

For services to be considered as "incident" to a physician's professional service, 1) they must be rendered under the physician's immediate personal supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician's service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of nonphysicians must be included on the physician's bills.

For CHAMPUS claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, CHAMPUS, FECA, AND BLACK LUNG INFORMATION

(PRIVACY ACT STATEMENT)

We are authorized by CMS, CHAMPUS and OWCP to ask you for information needed in the administration of the Medicare, CHAMPUS, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR CHAMPUS CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under CHAMPUS/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of CHAMPUS.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0999. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Officer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Claim 3-14

53495

112082 - 31

MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505 APR 24 '14 PM 4:45

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

CARRIER

1. MEDICARE ( ) (Medicare#) MEDICAID ( ) (Medicaid#) TRICARE ( ) (ID#/DoD#) CHAMPVA ( ) (Member ID#) GROUP HEALTH PLAN ( ) (ID#) FECA BLK LUNG ( ) (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY: 08 25 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO

a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? [X] YES [ ] NO

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? [ ] YES [X] NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 040314

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM DD YY: 02 26 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

PATIENT AND INSURED INFORMATION

	24. A. DATE(S) OF SERVICE From MM	DD	YY	To MM	DD	YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER				E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	04	01	14	04	01	14	11		97001					A	241 00	1		NPI	1992753875
2	04	01	14	04	01	14	11		97110					A	99 00	1		NPI	1992753875
3																		NPI	
4																		NPI	
5																		NPI	
6																		NPI	

PHYSICIAN OR SUPPLIER INFORMATION

25. FEDERAL TAX I.D. NUMBER: 391678306 SSN [ ] EIN [X]

26. PATIENT'S ACCOUNT NO.: G238818900

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO

28. TOTAL CHARGE $ 34000

29. AMOUNT PAID $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

CHRIS D JOHNSON

SIGNED 040314 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

PASSPORT-53495

112082--31

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Claim # 3-14

53495

112082 - 60

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 PM 5:03

PICA

PICA

CARRIER

1. MEDICARE ( ) (Medicare#) MEDICAID ( ) (Medicaid#) TRICARE ( ) (ID#/DoD#) CHAMPVA ( ) (Member ID#) GROUP HEALTH PLAN ( ) (ID#) FECA BLK LUNG ( ) (ID#) OTHER [X] (ID#)

I. INSURED'S I.D. NUMBER (For Program in Item 1)

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY: 08 25 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO

a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? [X] YES [ ] NO

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? [ ] YES [X] NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 040614

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

PHYSICIAN OR SUPPLIER INFORMATION

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 02 26 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

	24. A. DATE(S) OF SERVICE From MM	DD	YY	To MM	DD	YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	04	04	14	04	04	14	11		97035		A	64 00	1		NPI	1992753875
2	04	04	14	04	04	14	11		97110		A	99 00	1		NPI	1992753875
3	04	04	14	04	04	14	11		97140		A	78 00	1		NPI	1992753875
4															NPI	
5															NPI	
6															NPI	

25. FEDERAL TAX I.D. NUMBER 391678306 SSN [ ] EIN [X]

26. PATIENT'S ACCOUNT NO. G239449810

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO

28. TOTAL CHARGE $ 24100

29. AMOUNT PAID $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

CHRIS D JOHNSON

SIGNED 040614 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

PASSPORT-53495

112082--60

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

53495

112082 - 24

MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 PM 5:03

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

CARRIER

PATIENT AND INSURED INFORMATION

1. MEDICARE [ ] (Medicare#) MEDICAID [ ] (Medicaid#) TRICARE [ ] (ID#/DoD#) CHAMPVA [ ] (Member ID#) GROUP HEALTH PLAN [ ] (ID#) FECA BLK LUNG [ ] (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY: 08 25 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO

a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? [X] YES [ ] NO

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? [ ] YES [X] NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 041814

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

PHYSICIAN OR SUPPLIER INFORMATION

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM DD YY 02 26 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.

E. F. G. H.

I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	04 14 14	04 14 14	11		97140		A	78 00	1		NPI	1992753875
2	04 14 14	04 14 14	11		97035		A	64 00	1		NPI	1992753875
3											NPI	
4											NPI	
5											NPI	
6											NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN: 391678306 [ ] [X]

26. PATIENT'S ACCOUNT NO.: G242462560

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO

28. TOTAL CHARGE $ 14200

29. AMOUNT PAID $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

CHRIS D JOHNSON

SIGNED 041814 DATE

32. SERVICE FACILITY LOCATION INFORMATION

AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250

AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor: 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 PM 5:03

PICA | PICA

1. MEDICARE ☐ (Medicare#) MEDICAID ☐ (Medicaid#) TRICARE ☐ (ID#/DoD#) CHAMPVA ☐ (Member ID#) GROUP HEALTH PLAN ☐ (ID#) FECA BLK LUNG ☐ (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM 08 DD 25 YY 1944 SEX M ☐ F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse ☐ Child ☐ Other ☐

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) ☐ YES [X] NO

a. INSURED'S DATE OF BIRTH MM 08 DD 25 YY 1944 SEX M ☐ F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? ☐ YES [X] NO PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? [X] YES ☐ NO

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? ☐ YES [X] NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 041914

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM 02 DD 26 YY 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? ☐ YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

	24. A. DATE(S) OF SERVICE From MM	DD	YY	To MM	DD	YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	04	17	14	04	17	14	11		97140	GP	A	78 00	1		NPI	1992753875
2	04	17	14	04	17	14	11		97035	GP	A	64 00	1		NPI	1992753875
3															NPI	
4															NPI	
5															NPI	
6															NPI	

25. FEDERAL TAX I.D. NUMBER: 391678306 SSN ☐ EIN [X]

26. PATIENT'S ACCOUNT NO.: G242690280

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES ☐ NO

28. TOTAL CHARGE $ 14200

29. AMOUNT PAID $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

CHRIS D JOHNSON

SIGNED 041914 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

CARRIER — PATIENT AND INSURED INFORMATION — PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

II

3.6

R. O. No. 167 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction.

Finance

Susan Richards
City Clerk

II

DATE RECEIVED 10-27-14

RECEIVED BY LSSchaefer

CLAIM NO. 20-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 27 '14 PM 2:01

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Robert F. LETTRE SR
2. Home address of Claimant: 717 DILLINGHAM AVE.
3. Home phone number: 920 452-7658
4. Business address and phone number of Claimant: Retired
5. When did damage or injury occur? (date, time of day) 9-20-14 — 10-19-14
6. Where did damage or injury occur? (give full description) BASEMENT LAUNDRY ROOM ceiling (PLASTER) CRACKED & Pieces FELL
7. How did damage or injury occur? (give full description) the shaking AND VIBRATION CAUSED by the 8th STREET CONSTRUCTION. When they were BREAKING the cement, The house shook AND CAUSED ceiling TO CRACK AND Pieces Fell. the shaking felt LIKE A LOW GRADE EARTHQUAKE OR A TREMOR.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

   (b) Claimant's statement of the basis of such liability: _____

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

   (a) Public property alleged to be dangerous: _____

   (b) Claimant's statement of basis for such liability: _____

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

_____

_____

11. Name and address of any other person injured: _____

_____

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

Auto:	$	
Property:	$ 900. to 1100.00	(Estimated cost to Repair, by Pete Strysick Contractor)
Personal injury:	$	
Other: (Specify below	$	
TOTAL	~~$900.00~~ Pending	

Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

_____

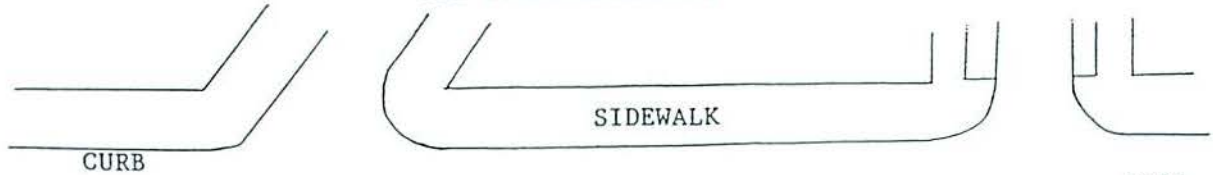
_____

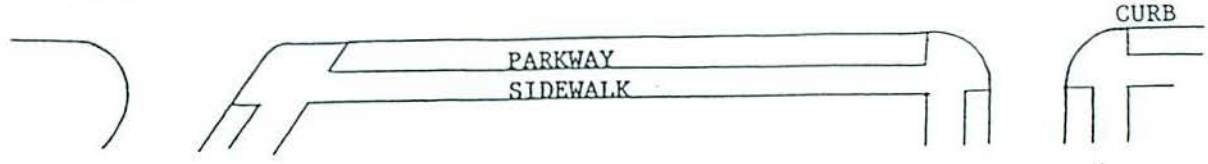
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS

FOR OTHER ACCIDENTS





SIGNATURE OF CLAIMANT Robert F Lettie Sr. Date: 10-27-14

DATE RECEIVED 10-27-14

RECEIVED BY L S Schneider

CLAIM NO. 2-14

OCT 27 '14 PM 2:01

CLAIM

Claimant's Name: Robert F Lettre Sr

Claimant's Address: 717 Dillingham Ave
Sheboygan Wi 53081

Claimant's Phone No. _____

Auto	$
Property	$ 900.00
Personal Injury	$
Other (Specify below)	$
TOTAL	Pending

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ ~~900.00~~. Pending

SIGNED: Robert F. Lettre Sr. DATE: 10-27-14

ADDRESS: 717 Dillingham Ave
Sheboygan Wi 53081

II

3.4

R. O. No. 88 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.

Finance

Susan Richards
City Clerk

II

Claim #13-14

JUL 9 '14 PM 12:09

WEISS LAW OFFICE, S.C.

ATTORNEYS AT LAW

Hannah R. Jahn
Charles W. Kramer
Justin M. Schuessler
Monte E. Weiss

1017 W. Glen Oaks Lane, Suite 207
Mequon, WI 53092
(262) 240-9663 - Telephone
(262) 240-9664 - Fax
justin.schuessler@mweisslaw.net - email

July 7, 2014

Ms. Susan Richards
City Clerk of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: *Sharon Janey v. City of Sheboygan, et al*

Dear Ms. Richards:

Please find enclosed for service on you one (1) original Notice of Claim concerning an incident that occurred on **May 22, 2014.**

If you have any questions, please feel free to contact me.

Very truly yours,

WEISS LAW OFFICE, S.C.

Justin M. Schuessler

JMS/tbm
Enclosure

Claim # 13-14
LS Schneider
7-9-14

NOTICE OF CLAIM

TO:

Ms. Susan Richards
City Clerk of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

PLEASE TAKE NOTICE that pursuant to Wis. Stat. §345.05, **SHARON JANEY** makes the following claim for damages against the **City of Sheboygan**:

1. That the Plaintiff, **SHARON JANEY**, is an individual and resides at 1717 Camelot Boulevard, Sheboygan, Wisconsin 53081.

2. That on or about **May 22, 2014**, the Plaintiff was walking along a public sidewalk on Elm Street at or near 2328 Elm Street.

3. At the same time and place the Plaintiff tripped on a piece of raised concrete, fell, and was injured. The **City of Sheboygan** was negligent in its failure to repair the sidewalk.

4. That as a direct and proximate result of the negligence of the **City of Sheboygan** the Plaintiff sustained personal injuries and has incurred medical bills.

5. **SHARON JANEY** makes a claim for damages in the amount of the medical bills incurred, lost wages, and any other damages incurred by the Plaintiff.

Dated this 7th day of July, 2014

WEISS LAW OFFICE, S.C.
Attorneys for Plaintiff
SHARON JANEY

Monte E. Weiss
State Bar No.: 1003816
Charles W. Kramer
State Bar No.: 1021504
Justin M. Schuessler
State Bar No.: 1087974

P.O. Address:
1017 W. Glen Oaks Lane
Suite 207
Mequon, WI 53092
(262) 240-9663 (Telephone)
(262) 240-9664 (Facsimile)
Justin.schuessler@mweisslaw.net - Email

II

Other Matters

10.4

R. O. No. 267 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

Finance

Susan Richards
City Clerk

DATE RECEIVED _____ RECEIVED BY _____

MAR 16 '15 PM 12:21

CLAIM NO. 31-14

emailed + scanned 3-16-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Rachel L. Colbath
2. Home address of Claimant: 2350 N. 13th Street Sheboygan, WI 53083
3. Home phone number: 1(920) 980-8256 cell, 1(920) 783-8033 home
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 2/14/15 2:00pm
6. Where did damage or injury occur? (give full description) the "parkway" on Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attatched photos.
7. How did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: location of the ice on public property was the red cobblestone parkway area around the parking meters. See attatched photos.
   (b) Claimant's statement of basis for such liability: The area past the sidewalk referred to as "parkway" is property of the City of Sheboygan, as parking meters are city property - therefor this area is to be kept clear of snow/ice by the city of Sheboygan

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

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo, at least

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

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

Auto: $ N/A

Property: $ N/A

Personal injury: $ pending

Other: (Specify below $ lost wages - pending.

TOTAL pending medical bills

Damaged vehicle (if applicable)

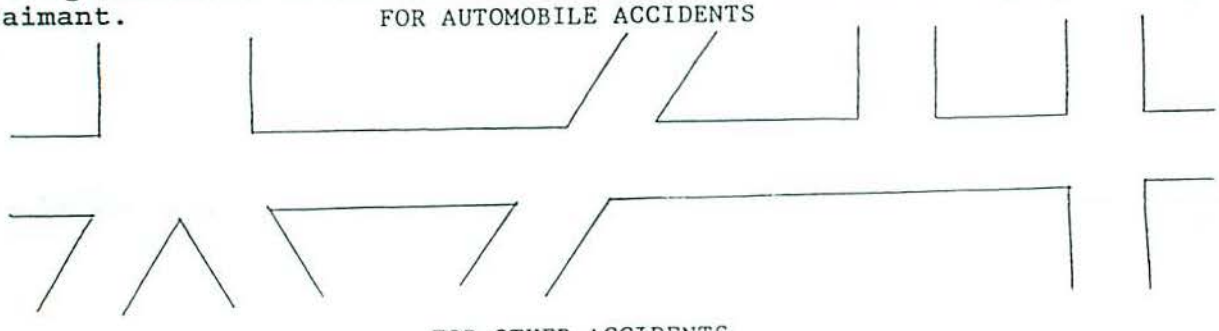
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

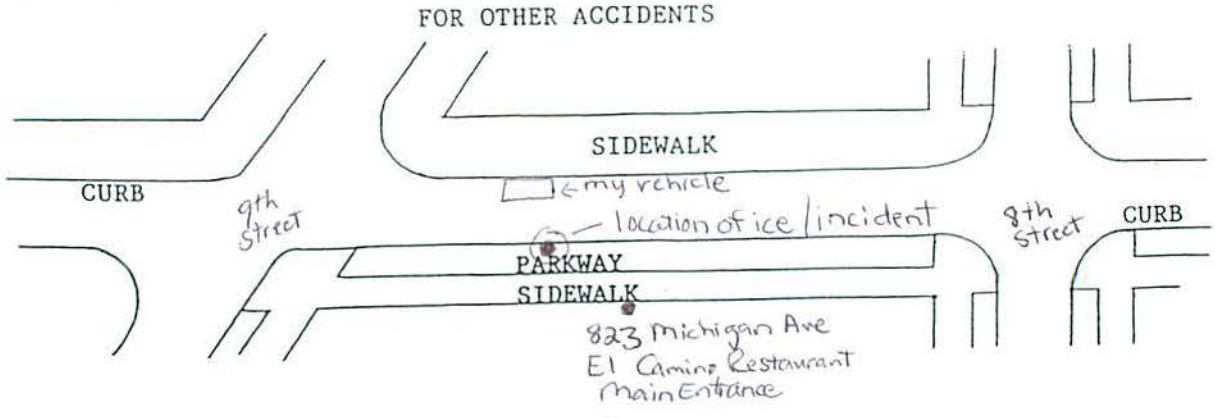
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [signature] Date: 3-8-15

DATE RECEIVED _____

RECEIVED BY MAR 16 '15 PM 12:22

CLAIM NO. 31-14

CLAIM

Claimant's Name:	Rachel L. Colbath	Auto	$ N/A
Claimant's Address:	2350 N. 13th Street	Property	$ N/A
	Sheboygan, WI 53083	Personal Injury	$ Pending
Claimant's Phone No.	1(920) 980-8256, 1(920) 783-8033	Other (Specify below)	$ pending
		TOTAL	pending

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

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

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

SIGNED: Rachel Colbath DATE: 3-8-15

ADDRESS: 2350 N. 13th Street Sheboygan, WI 53083

823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15
3:30pm

II

3.3

R. O. No. 10 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10th St. and Grand Ave. and tripped on uneven section of the crosswalk.

Susan Richards
City Clerk

Finance

DATE RECEIVED 4-10-14 RECEIVED BY LS Schneider

CLAIM NO. 2-14

APR 10 '14 AM 11:01

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: Judith A. Grimm
2. Home address of Claimant: 1126 North Ave, Sheboygan, WI 53083
3. Home phone number: 920-457-5459
4. Business address and phone number of Claimant: 459-4441 ext. 72204
5. When did damage or injury occur? (date, time of day) Sunday, 3/30/14 afternoon
6. Where did damage or injury occur? (give full description) 10th & Grand Ave. Sheboygan - Southeast crosswalk on corner
7. How did damage or injury occur? (give full description) I took a couple steps into the crosswalk, happened to look up a moment, because a young couple with a little girl were on the opposite corner of the crosswalk. I didn't know if they were going to cross the street within the crosswalk. Just as I looked up I fell down, very hard on my knees, hands/wrists knees and left shoulder. I couldn't get up. The lady ran over to help me and kept asking if I was okay. (page 2
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: Crosswalks should be safe to walk within -
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: Within the walkway in Southeast crosswalk at 10th & Grand Ave

   (b) Claimant's statement of basis for such liability: the street seam has raised greatly inside the crosswalk -

① →

7. Cont' I wasn't sure if I was okay; I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder.

I did not go to the doctor. My knees are black and blue as wells as my hands/wrists.

My main concern is if there may be damage to my knees/cartilidge as time goes on. I've had no problems with my knees, arms or shoulders in the past.

7. Cont' I wasn't sure if I was okay, I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder.
I did not go to the doctor. My knees are black and blue as wells as my hands/wrists.
My main concern is if there may be damage to my knees/cartilidge as time goes on. I've had no problems with my knees, arms or shoulders in the past.

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

See #7 and back of pg. 1
Sore knees, wrists, left shoulder

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

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

Auto: $ N/A

Property: $ N/A

Personal injury: $ Unknown at this time

Other: (Specify below $

TOTAL $

Damaged vehicle (if applicable) N/A

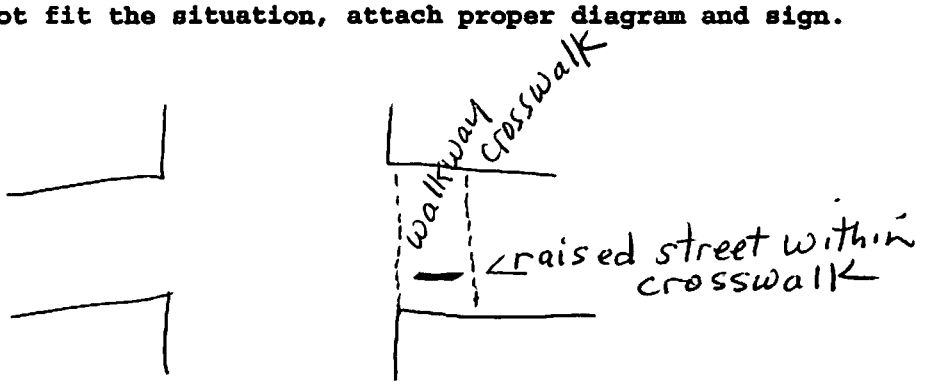
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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

10th & Grand Ave



SIGNATURE OF CLAIMANT Judith A Grimm DATE 4/5/14

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

DATE RECEIVED 4-10-14

RECEIVED BY LS Schneider

CLAIM NO. 2-14

APR 10 '14 AM 11:01

CLAIM

Claimant's Name: Judith A Grimm

Claimant's Address: 1126 North Ave
Sheboygan, WI 53083

Claimant's Phone No. 920-457-5459

Auto	$ N/A
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$

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

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

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

UnKnown at this time until Something Shows up due to the fall. Nothing is broken, or I Couldn't walk. My Knees are black + blue. I do not Know if my cartalidge is compromised or damaged or there is any problems with any joints at this time. Until I experience any kind of weakness, as time goes on, this is consided pending unless you want to pay upfront for x-rays etc. at this point, for any determination, initially.

SIGNED Judith A Grimm DATE:

ADDRESS: 1126 North Ave Sheboygan, WI 53083

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

II

4.2

R. O. No. 192 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a Summons and Complaint in the matter of Jeffrey Hermann vs The City of Sheboygan.

Finance

Susan Richards
City Clerk

II

NOV 26 '14 PM 4:06

The Law Office of John B. Kiel, LLC.

P.O. Box 147
Salem, Wisconsin 53168-0147
Phone: (262) 914-5435
Facsimile: (262) 537-4855
Email Address: firelaw@tds.net

Served to City Clerk Susan Richards by Deputy City Clerk Linda Schroeder in person 11-26-14 at 3:19 pm

November 26, 2014

VIA HAND DELIVERY

Susan Richards, City Clerk
Micahel Vandersteen, Mayor
City of Sheboygan - City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Jeffery Hermann v. The City of Sheboygan

Dear Ms. Richards and Mayor :

Accompanying this cover letter please find a copy of the Summons and Complaint filed in regard to the above entitled matter. Please feel free to contact me with any questions.

The Law Office of John B. Kiel, LLC.

By _____
John B. Kiel

cc: Mr. Jeffery Hermann

NOV 25 '14 PM 4:05

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

CIRCUIT COURT BRANCH 04
TERENCE T BOURKE
615 N SIXTH STREET
SHEBOYGAN WI 53081

Case No.
Case Code: 30303 14CV0754
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,

Defendant.

CLERK CIRCUIT COURT
FILED
14 NOV 26 P 2:28
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

Within forty-five (45) days of receiving this Summons, you must respond in writing with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to court, whose address is: Clerk of Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin, and to the Law Office of John B. Kiel, LLC, plaintiff's attorney, whose address is P.O. Box 147 Salem, Wisconsin 53168.

You may have an attorney help or represent you.

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

Dated at Salem, Wisconsin, on November 26, 2014.

FOR PLAINTIFF,

THE LAW OFFICE OF JOHN B. ~~KIEL, LLC~~.

By_____
John B. Kiel

State Bar # 1019485
P.O. Box 147
Salem, Wisconsin 53168
Telephone: (262) 914-5435
Facsimile: (262) 537-4855
Email: firelaw@tds.net

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

Case No. 14CV0754
Case Code: 30303
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN, JURY TRIAL REQUESTED

Defendant.

COMPLAINT

NOW COMES Jeffery Hermann ("Plaintiff") by and through The Law Office of John B. Kiel, LLC. and his attorney, John B. Kiel, and alleges as follows:

PARTIES

1. Plaintiff Jeffery Hermann is an adult resident of the City of Sheboygan, Wisconsin whose address is 3442 South 17th Street, Sheboygan, Wisconsin 53081.
2. Defendant City of Sheboygan ("City") is a governmental body within the meaning of Wis. Stat. § 19.82(1) and is the governing body of the City of Sheboygan, maintaining its place of business at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, 53081.
3. The Plaintiff is a retired employee of the City who was not in any bargaining unit represented by a labor organization on the date of his retirement.
4. The Plaintiff worked for the City long enough to qualify for payout of vested sick leave and vacation benefits upon retirement.

PROCEDURAL PREREQUISTIES

5. This is an action alleging that the City unlawfully engaged and continues to engage in breach of contract by denying Plaintiff a payout of vested sick leave and vacation benefits upon Plaintiff's retirement.
6. Within 120 days of the City's denial of Plaintiff's request for payout of his vested sick leave and vacation benefits Plaintiff served a notice of claim in accordance with Wis. Stat. § 893.80 on the City Clerk by a letter dated April 11, 2014.
7. Plaintiff's notice of claim itemized the relief sought.
8. By copy of a letter dated August 7, 2014 the City denied Plaintiff's claim.

JURISDICTION AND VENUE

9. The Court has personal jurisdiction over the Plaintiff in that Plaintiff is a resident of the City of Sheboygan, Wisconsin and said City is located within Sheboygan County, Wisconsin.
10. The Court has personal jurisdiction over the City of Sheboygan, Wisconsin pursuant to Wis. Stat. § 801.05; Wis. Stat. § 801.11(4); Watkins v. Milwaukee County Civil Service Commission, 88 Wis. 2d 4111, 276 N.W.2d 775 (1979); Oak Creek Citizen's Action Committee v City of Oak Creek, et. al., 2007 WI App. 196; 304 Wis. 2d 702; 738 N.W. 2d 168.
11. Venue is proper before this Court pursuant to Wis. Stat. § 801.50(2).

CIRCUMSTANCES OF CLAIM

12. Plaintiff was employed by the City of Sheboygan, Wisconsin as a member of its fire department between April 21, 1981 to December 31, 2013. Plaintiff was appointed as the City's fire chief effective January 1, 2010.

13. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
    - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

14. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to include the following vacation pay out provision. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

15. The benefits described in paragraphs 13 and 14 above were approved as revised by the City's Salaries and Grievances Committee on June 20, 2002 and made part of the City's Non-Represented Employee Benefits Compensation Program for such non-represented employees.

16. The City's May 1, 2012 Employee Handbook identifies Paid Time Off (PTO) Vacation as a vested benefit:

PTO Vacation Must be used in either 4 of 8 hour increments. **This is a vested benefit,** prorated for new employees. Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment earn 80 hours of vacation effective their 1 year employment anniversary. However, they are welcome to start using their yearly allotment prior to their 1 year anniversary, however, that employee will be responsible to

return the non-vested (prorated) portion of the vacation if already exercised it (sic) prior to their termination date. (emphasis added).

17. Plaintiff retired as the City's fire chief on January 1, 2014.

18. Plaintiff met the requirements for sick leave payout under the terms and conditions as described in paragraph 13, above.

19. Plaintiff met the requirements for payout of accrued, unused vacation under the terms and conditions as described in paragraph 14, above.

20. The City has failed to calculate and pay out Plaintiff's retirement and severance benefits in the manner described in paragraphs 13 and 14 above.

21. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied unused and prorated earned vacation pay in the amount of $10,365.18.

22. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied sick leave pay out for retirement in the amount of $27,354.24.

23. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has incurred legal fees and expenses in asserting his rights.

FIRST CAUSE OF ACTION
(Breach of Contract)

24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

25. At the time that the City appointed Plaintiff to the position of fire chief it entered into a contract of employment with Plaintiff whereby the City agreed to calculate Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above. By continuing his service to the City to retirement, Plaintiff

created a binding unilateral contract with the City for the promised retirement and severance benefits calculated in accordance with paragraphs 13 and 14, above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City breached its contract for employment with Plaintiff.

SECOND CAUSE OF ACTION
(Denial of Vested Benefit)

26. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
27. By continuing his service to the City to retirement Plaintiff acquired a vested right to retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City denied a vested benefit to Plaintiff.

THIRD CAUSE OF ACTION
(Estoppel)

28. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
29. The City promised Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above and thereby induced Plaintiff to accept the non-represented position of fire chief. By operation of its promise to Plaintiff the City is estopped from denying Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that this court:

A. Issue a judgment declaring that the City has breached its contract with Plaintiff by refusing to calculate and pay Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above.

B. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested vacation retirement and severance benefits calculated in accordance with paragraph 13 above.

C. Issue an order that requires the City to calculate and pay Plaintiff's vacation retirement and severance benefit calculated in accordance with paragraph 13, above which provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
    - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

D. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested sick leave retirement and severance benefits calculated in accordance with paragraph 14 above.

E. Issue an order that requires the City to calculate and pay Plaintiff's sick leave retirement and severance benefit calculated in accordance with paragraph 14, above which provides:

Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

F. Issue and order that directs Defendant to compensate Plaintiff for his unused and prorated earned vacation in the amount of $10,365.18 plus interest.

G. Issue and order that directs Defendant to compensate Plaintiff for his accrued unused sick leave in the amount of $27,354.24 plus interest.

H. As appropriate, award reasonable attorneys' fees and reimbursement of any costs incurred by Petitioners.

I. Award such other and further relief, as this Court deems just and proper.

PLAINTIFF REQUESTS TRAIL TO A JURY OF 12 OF HIS PEERS ON ALL CLAIMS FOR LEGAL RELIEF.

Dated at Salem, Wisconsin on November 26, 2014.

John B. Kiel
Wis. Bar No. 1019485
Attorney for Plaintiff
Law Office of John B. Kiel, LLC
P. O. Box 147
Salem, WI 53168
Telephone: (262) 914-5435
Fax: (262) 537-4855
E-mail: firelaw@tds.net

II

3.1

R. O. No. 151 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell.

Susan Richards
City Clerk

Finance

II

DATE RECEIVED OCT 15, 2014

RECEIVED BY LS Schneider

CLAIM NO. 17-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15 '14 AM 11:53

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Elvera Monson
2. Home address of Claimant: 3516 A S 12th St #11
3. Home phone number: 920-452-0061
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Sept 27, 2014
6. Where did damage or injury occur? (give full description) Shebo Quarry Front Entrance
7. How did damage or injury occur? (give full description) Got off Bus, tripped and fell
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

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

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

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

facial Lacerations from Glasses - when I hit the concret, Profuse Bleeding, and Bruised face

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

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

Auto: $

Property: $

Personal injury: $NO Bills Recieved Yet

Other: (Specify below $

Pending TOTAL = Glasse Repair, Ambulance, Hosp Charges.

Damaged vehicle (if applicable) ~ N/A

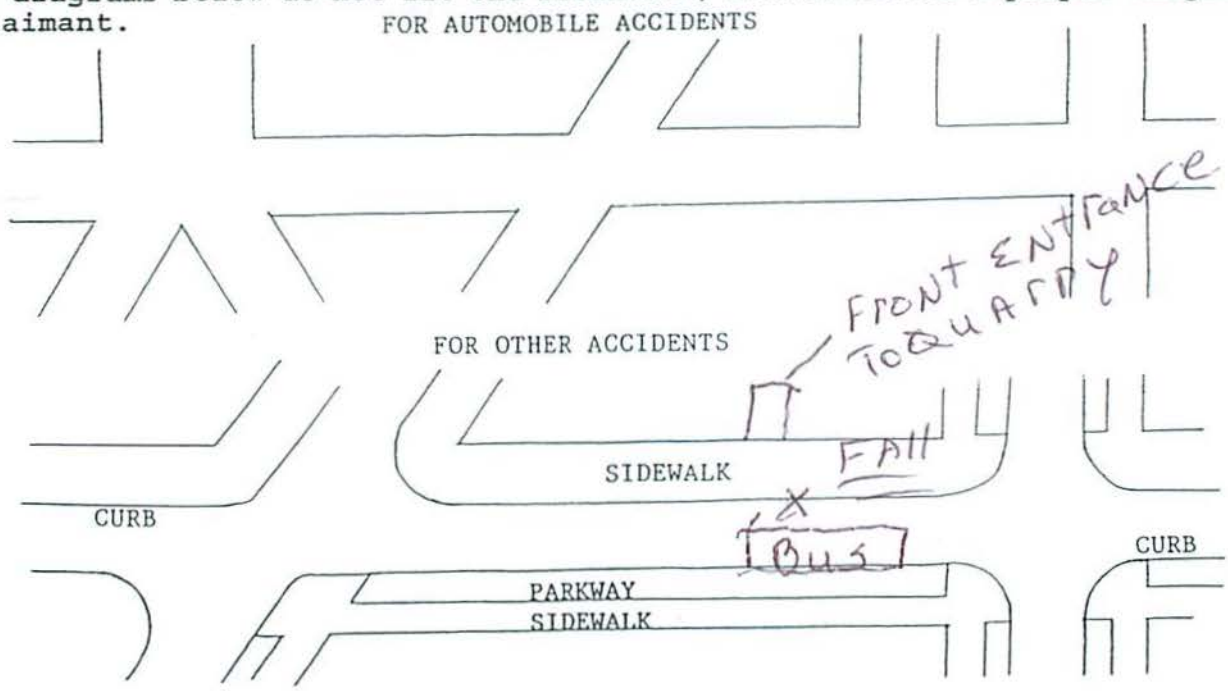
Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals: Fire Dept, EMTS - Aurora Emergency Dept, Dr. Margaret M. Barron MD. - on call that day - Carol Koning (Friend)

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

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

FOR AUTOMOBILE ACCIDENTS



SIGNATURE OF CLAIMANT: Elvira Monson Date: 10-15-14

DATE RECEIVED 10-15-14

RECEIVED BY L Schroeder

CLAIM NO. 17-14

CLAIM

OCT 15 '14 AM 11:53

Claimant's Name: Elvera MONSON

Claimant's Address: 3516A S. 12th St. #11
Sheboygan WI 53081

Claimant's Phone No. 920-452-0061

Auto $

Property $

Personal Injury $

Other (Specify below) $

TOTAL Pending

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

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

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

SIGNED: Elvera Monson

DATE: 10-15-14

ADDRESS: 3516A S. 12 St.

II

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Susan Richards
City Clerk

Finance

II

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

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

1-5-15
8:36
LO

Case No. 14CV0792

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

To each person named above as a defendant:

You are hereby notified that the plaintiffs named above have filed a complaint against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the court, whose address is 615 North 6th Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. You may have an attorney help or represent you.

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

Dated this 19th day of December, 2014.

Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

Case No. 14CV0792

Case Code 30301 (Money Judgment)

COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime

pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

PARTIES AND JURISDICTION

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of $1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of $1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of $600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

> All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Breasch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

> Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisocnsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

FACTS

I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund ("Health Fund") into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan's insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted

a resolution providing that there should be a balance of $1.5 million dollars in the Workers Comp Fund, and a combined balance of $4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of $5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of $1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the $1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the $1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least $120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least $25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred $68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the $68,795 included approximately $5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least $2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygtan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set

maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

III. Facts Related to Education Bonus Payments.

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

IV. Facts Related to the Health Reimbursement Account Contributions.

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of $1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the $1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the $1.200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

VI. Collective Action Factual Allegations.

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan ("FLSA Class"), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan's common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan's identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs' and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygtan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60 The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygtan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least

one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are

dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.

100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;

2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;

3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.

Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GILBERTSON Dated: 12-19-14

Signed: Daniel J. Gilbertson

II

4.8

R. O. No. 186- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas vs. Cities and Towns Mutual Insurance Co. et al.

Susan Richards
City Clerk

Finance

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS
1237 Trimberger Court
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

CLERK CIRCUIT COURT
FILED
14 OCT 31 P 3:00

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/oThomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

Process Server: Jason Jirschele
Time: 12:20 pm Date: 11/14/14
Address of serve: 828 Center Ave
Sheboygan WI 53081
Person Served: Susan Richards
of City clerk

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

Defendants,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

SubrogatedDefendant

( ) Personal
( ) Posted
( ) Substitute
(X) Corporate

SUMMONS

THE STATE OF WISCONSIN, TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

YOU ARE HEREBY NOTIFIED that the plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, WI 53081 and to The Law Offices of David J. Lisko, S.C. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____
David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:
THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS
1237 Trimberger Court
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/oThomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

Subrogated Defendant.

COMPLAINT

NOW COME the above-named plaintiffs, by their attorney, David J. Lisko, and as and for separate claims and causes of action against the above-named defendants, and each of them, jointly and severally, allege and show to the Court as follows:

ALLEGATIONS RELATED TO ALL CAUSES OF ACTION

1. That plaintiff, Lisa Olivas, is the mother of the decedent, Jaime Olivas, and personal representative of the Estate of Jaime Olivas, residing at 2216A Kross Court, Sheboygan, Wisconsin 53081.

2. That plaintiff, Alean Olivas, if the father of the decedent, Jaime Olivas, and resides at 1237 Trimberger Court, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

3. That at the time of his death on November 29, 2011, Jaime Olivas was not married, and left no surviving minor children.

4. That upon information and belief, the defendant, City of Sheboygan, is a municipal corporation organized and existing under the laws of the State of Wisconsin.

5. That upon information and belief, the defendant, Cities and Towns Mutual Insurance Co., is a foreign corporation licensed to do and doing insurance business in the State of Wisconsin; that at all times material and on November 29,2011, said insurance company had in full force and effect a policy or policies of liability insurance with the City of Sheboygan, wherein under the terms of its policy or policies, said insurance company agreed to pay any amounts which said defendant would become liable for as a result of tortious acts; that by reason of said policy, the laws of the State of Wisconsin and the occurrence described herein, said insurance company is united in interest with the City of Sheboygan.

6. That upon information and belief, the defendant, Gary Niemann, is an adult resident of the State of Wisconsin, whose last known address is 828 Center Avenue, #205, City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. That at all times material the defendant, Gary Niemann, was an employee of the defendant, City of Sheboygan. The defendant, City of Sheboygan is responsible for the acts of its employees under *respondeat superior*.

8. That upon information and belief, the defendant, ABC Insurance Company, is an insurance company or companies providing liability coverage to the defendant, City of Sheboygan; that said plaintiffs do not know the true and correct name of said insurance company or companies, but will move the Court to amend so as to reflect the true and correct name or names as soon as same can be ascertained.

9. That upon information and belief, the subrogated plaintiff, United States Department of Health and Human Services, is a federal agency that, as a result of the occurrence described in this Complaint, the laws of the United States of America and the State of Wisconsin, the United States Department of Health and Human Services (Medicare A) may have made payments on behalf of the decedent, Jaime Olivas, for medical expenses; that further, said agency may have a subrogation interest herein.

10. That prior to November 29, 2011 the defendant, City of Sheboygan, purchased an OBD leaf collection system.

11. Upon information and belief, the OBD leaf collection system came with instructions on how the leaf collection unit should be mounted.

12. Defendant, City of Sheboygan, employees decided not to mount the leaf collection system as described in the instruction manual.

13. Defendant, City of Sheboygan, employees decided to mount the OBD leaf collection system on the front of its trucks. City of Sheboygan employees installed ductwork running from the leaf collector over the windshield to the dump box of the truck.

14. That on November 29, 2011, defendant, Gary Niemann, was operating a city-owned truck equipped with a front mounted OBD leaf collection system.

15. Defendant, Gary Niemann was traveling northbound on 6th Street near the intersection of New York Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

16. At the same time and place the decedent, Jaime Olivas, was crossing 6th Street.

17. That on November 29, 2011 at approximately 8:50 a.m. the defendant, Gary Niemann, struck the decedent, Jaime Olivas, which caused his death.

18. That the defendant, City of Sheboygan, was negligent in the following respects: (a) failing to install 15 mile-per-hour speed limit and school zone signs in the area around a school; (b) deciding to install an OBD leaf collection system on the truck which struck Mr. Olivas so as to create a substantial obstruction to a driver's visibility through the windshield; and (c) requiring its drivers to operate its trucks with a substantial obstruction to a driver's visibility through the windshield.

. The defendant, Gary Niemann, was negligent by violating the following traffic safety rules: (a) operating the truck at an unreasonable and

imprudent speed; (b) failing to properly manage and control his vehicle; and (c) failing to exercise a proper lookout.

20. As a result of the defendants' negligence the defendant, Gary Niemann, struck the decedent, Jaime Olivas, resulting in severe bodily harm, and conscious pain and suffering to decedent, Jaime Olivas, and causing his death.

SECOND CAUSE OF ACTION NEGLIGENCE PER SE

21. The plaintiffs' reallege and re-incorporate by reference the allegations of paragraphs 1-19 above as though fully set forth at length.

22. The employees of the defendant, City of Sheboygan, are negligent as a matter of law for placing the duct work of the OBD leaf collection system on the vehicle so as to obstruct the driver's clear vision through the windshield in violation of Trans 305.34(6) of the Wisconsin Administrative Code.

23. The defendant, Gary Niemann, is negligent as a matter of law for driving the City of Sheboygan's motor vehicle upon a highway with the ductwork of the OBD leaf collection system placed on the vehicle so as to obstruct the driver's clear view through the front windshield in violation of Wis. Stat. 346.88 (3)(b).

24. As a direct and proximate result of the defendants' violation of these safety statutes decedent Jaime Olivas was struck and killed and the plaintiffs have sustained those damages alleged in this complaint.

THIRD CAUSE OF ACTION WRONGFUL DEATH

25. That plaintiff, Lisa Olivas, as personal representative of the Estate of Jaime Olivas, and pursuant to Sec. 895.01, Wis. Stats. on behalf of the Estate of Jaime Olivas, and in her individual capacity hereby realleges and incorporates

herein by reference the allegations of paragraphs 1-23, above, as if fully set forth herein at length.

26. As a further consequence of the occurrence described herein, and as a direct and proximate result of the conduct of the defendants, City of Sheboygan and Gary Neimann, as previously alleged herein, the plaintiffs have suffered the loss of society and companionship of their son, Jaime Olivas, the loss of future earnings and these plaintiffs have been further caused to incur costs and expenses for her son's medical treatment, funeral services, cemetery lot and the lot's perpetual care, and grave marker, all to her damages past, present and future.

WHEREFORE, the plaintiffs demand judgment against the above-named defendants, and each of them, jointly and severally, as follows:

A. The Estate of Jaime Olivas, by Lisa Olivas, Jaime Olivas' personal representative, is entitled to recover for Jaime Olivas' conscious pain and suffering, his medical care, and his loss of enjoyment of life pursuant to Sec. 895.01, Wis. Stats.

B. That the survivors of Jaime Olivas, as represented by the plaintiff, Lisa Olivas (his mother) are entitled to recover for the wrongful death of Jaime Olivas under Sec. 895.03 and 895.04 of the Wisconsin Statutes, including his burial expenses, loss of society and companionship with him and their loss of services which would have been provided by him during his and their normal life.

C. That plaintiffs recover their costs, disbursements, a reasonable sum towards attorney's fees, and such other and further relief as the Court deems equitable under the circumstances.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____
David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:
THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

II

4.2

R. O. No. 302- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

Susan Richards
City Clerk

Finance & Transit

new

II

4.6

R. O. No. 222 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a Summons and Complaint in the matter of Coretta E. Munoz vs. the City of Sheboygan et al.

Finance

Susan Richards
City Clerk

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

1/9/15 at 4:10 pm
City of Sheboygan
828 Center Avenue, Sheboygan
Susan Richards
Corporate Service

Case No. 15CV0017

JAN 9 '15 PM 4:06

CLERK CIRCUIT COURT
FILED
'15 JAN -9 P2:09

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8th Street, Ste. 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of January, 2015.

ROHDE DALES LLP

By _____
Jacob R. Sundelius
An Associate of the Firm
State Bar No. 1096476
Attorneys for Plaintiff

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

Case No. 15CV0017

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

COMPLAINT

Plaintiff Coretta E. Munoz, through her attorneys, Rohde Dales LLP, as a Complaint against the Defendants, alleges as follows:

1. Plaintiff Coretta E. Munoz (Munoz) is an adult resident of Sheboygan County, residing at 428 St. Clair Avenue, Apartment 2, Sheboygan.

2. The City of Sheboygan is a Wisconsin Municipal Corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant Transit Mutual Insurance Corporation of Wisconsin (Transit Mutual) is a domestic insurance company with its principal place of business located at 2575 South Memorial Drive, Appleton, Wisconsin 54915. Upon information and belief, Transit does substantial business in Sheboygan County including its coverage of the City of Sheboygan.

4. Defendant Shoreline Metro is a domestic company with its principal place of business located in Sheboygan County at 608 S. Commerce Street, Sheboygan, Wisconsin.

5. Upon information and belief, defendant Scott Wilke is an adult resident of Sheboygan County, residing at N 6401 County Road M, Sheboygan Falls, Wisconsin.

6. Upon information and belief, Shoreline Metro is wholly owned by The City of Sheboygan.

7. Upon information and belief, Shoreline Metro is wholly operated by the City of Sheboygan.

8. Upon information and belief, at all times material, hereto, there was in full force and effect one or more policies of liability insurance issued by Transit Mutual to or covering the City of Sheboygan. Transit Mutual agreed to indemnify the City of Sheboygan with respect to any and all liability or damages suffered by a third person as a result of the negligent operation of Shoreline Metro busses. Therefore, Transit Mutual is a proper party to this action.

9. Munoz provided the City of Sheboygan proper notice of claim on or about March 10, 2014 as required by Wis. Stat. § 893.80.

10. The City of Sheboygan did not respond to Munoz's notice of claim.

FIRST CLAIM FOR RELIEF – NEGLIGENCE OF SCOTT WILKE

11. Munoz incorporates as if fully set forth herein all of the preceding allegations of the Complaint contained in paragraphs 1 through 10.

12. On or about December 11, 2013, at between approximately 4:00 and 5:00 p.m., Munoz was traveling by bus (the Bus) via Shoreline Metro.

13. Upon information and belief, at that same time and place, Scott Wilke was operating the Bus.

14. Upon information and belief, Scott Wilke caused the Bus to come to an abrupt stop.

15. Upon information and belief, Scott Wilke was negligent in the operation of the Bus as to speed, lookout, management, and control.

16. As a direct and proximate result of the negligent acts and omissions on the part of Scott Wilke, Munoz sustained injuries to her person, some of which may be permanent, resulting in past and future medical and related expenses and past and future pain, suffering, and disability.

SECOND CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

17. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 16.

18. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of Shoreline Metro.

19. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of Shoreline Metro to operate the Bus.

20. The driver of the Bus's, who upon information and relief was Scott Wilke, actions driving the Bus on or about December 11, 2013, were within the scope of his employment.

21. Shoreline Metro is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

THIRD CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

22. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 21.

23. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of the City of Sheboygan.

24. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of the City of Sheboygan to operate the Bus.

25. The driver of the Bus's, who upon information and relief Scott Wilke, actions driving the Bus on was or about December 11, 2013, were within the scope of his employment.

26. The City of Sheboygan is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

WHEREFORE, Plaintiff Coretta Munoz demands judgment against Defendants City of Sheboygan, Transit Mutual Insurance Corporation of Wisconsin, Shoreline Metro, and Scott Wilke as follows:

A. Damages to be determined by the trier of fact;

B. The costs and disbursements of this action; and

C. For such other and further relief as the court deems just and equitable.

PLAINTIFFS HEREIN DEMAND TRIAL BY A 12-PERSON JURY.

Dated this 9th day of January, 2014.

ROHDE DALES LLP

By _____
Jacob R. Sundelius
An Associate at the Firm
State Bar No. 1096476
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874

II

3.5

R. O. No. 89 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Summons and Complaint in the matter of the Town of Sheboygan v. the City of Sheboygan.

Susan Richards
City Clerk

Finance

II

JUL 9 '14 PM 4:28

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF SHEBOYGAN
a public body corporate
and politic,
1512 North 40th Street
Sheboygan, WI 53081

Plaintiff

Code #30703 Unclassified

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

v.

Case No. 14CV0434

CITY OF SHEBOYGAN
a municipal corporation,
828 Center Avenue
Sheboygan, WI 53081

Defendant

CLERK CIRCUIT COURT
FILED
14 JUL -7 P2:21
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin, 53081, and to plaintiff's attorneys, Herbert C. Humke III and Michael J. Bauer, whose address is HOPP NEUMANN HUMKE LLP., 2124 Kohler Memorial Drive, Suite 110, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated this 3rd day of July, 2014.

HOPP NEUMANN HUMKE LLP
Attorneys for the Plaintiff

By: _____
Herbert C. Humke III
State Bar No. 1023226

By: _____
Michael J. Bauer
State Bar No. 1012261

Mailing address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive
Suite 110
Sheboygan, WI 5 3081
Telephone: (920) 457-8400
Facsimile: (920) 457-8411

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STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF SHEBOYGAN
a public body corporate
and politic,
1512 North 40th Street
Sheboygan, WI 53081

Plaintiff

Code #30703 Unclassified

v.

Case No. 14CV0434

CITY OF SHEBOYGAN
a municipal corporation,
828 Center Avenue
Sheboygan, WI 53081

Defendant

COMPLAINT

Plaintiff, by its attorneys, **HOPP NEUMANN HUMKE LLP**, by **Herbert C. Humke III** and **Michael J. Bauer**, alleges and states as follows:

1. The plaintiff, **TOWN OF SHEBOYGAN**, hereinafter referred to as "**Town**" is a body corporate and politic, with its offices located at 1512 North 40th Street, Sheboygan, WI 53081.

2. The defendant, **CITY OF SHEBOYGAN**, hereinafter referred to as "**City**" is a municipal corporation, with its offices located at 828 Center Avenue, Sheboygan, WI 53081.

3. On April 14, 2014, an ordinance annexing a certain territory from the **Town** to the **City** was passed by the Common Council of the City of Sheboygan, Wisconsin.

4. The ordinance, a copy of which is attached hereto marked Exhibit A and incorporated herein, identifies the annexed territory by legal description.

5. The Town Board of the Town of Sheboygan has authorized the commencement of this action contesting the annexation of the subject territory by the **City**.

FIRST CAUSE OF ACTION: THE ANNEXATION VIOLATES THE "RULE OF REASON"

6. Plaintiff realleges and reincorporates by reference paragraphs 1-5 above.

7. The annexed territory was conveyed to the **City** as a gift subject to certain restrictive covenants by the Hayssen Family Foundation, hereinafter referred to as "**Hayssen**,"

by virtue of a quit claim deed recorded September 24, 1987, a copy of which deed is attached hereto marked Exhibit B and incorporated herein.

8. The restrictive covenants set forth in the recorded quit claim deed provide, in relevant part, that the subject property conveyed by gift to the **City** shall be used by the **City** as an industrial park, with no more than 15 acres to be used for non-industrial purposes, and in the event the covenants are breached, the property shall revert to the grantor.

9. Upon information and belief, the **City** has breached the restrictive covenants, insofar as the **City** has failed to develop the subject territory as an industrial park, and the territory has remained unimproved agricultural farm land since its conveyance by **Hayssen** to the **City** in 1987.

10. The **City** has no current use or future need for the subject territory.

SECOND CAUSE OF ACTION: VIOLATION OF WIS. STAT. § 66.0223

11. Plaintiff realleges and reincorporates by reference paragraphs 1-10 above.

12. The territory annexed by the **City** is not contiguous to or lying near the City of Sheboygan, in violation of Wis. Stat. § 66.0223, and in fact, the annexed territory lies a distance of 1.42 miles from the City of Sheboygan at its closest point as identified on the survey map attached hereto, marked Exhibit C and incorporated herein.

WHEREFORE, plaintiff demands judgment against the defendant as follows:

A. For a declaration by the Court that the annexation ordinance (Gen. Ord. 62-13-14) adopted by the Common Council of the City of Sheboygan on the 14th day of April, 2014, is void and has no force and effect against the subject territory herein described, and that the Town of Sheboygan shall continue municipal jurisdiction over said territory.

B. For costs and disbursements of this action.

C. For such other and further relief as is just and equitable.

Dated this 30th day of July, 2014.

HOPP NEUMANN HUMKE LLP
Attorneys for the Plaintiff

By: _____
Herbert C. Humke III
State Bar No. 1023226

By: _____
Michael J. Bauer
State Bar No. 1012261

Mailing address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive
Suite 110
Sheboygan, WI 5 3081
Telephone: (920) 457-8400
Facsimile: (920) 457-8411

R:\CLIENT\08272\00049\00076859.DOCX

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

Gen. Ord. No. 62- 13 - 14. By Alderperson Hammond. April 2, 2014.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. Territory Annexed. In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying near to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

The East three-eighths of the West one-half of the Northeast Quarter (E3/8 W1/2 NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56'19" W. along the North line of the NE1/4 said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW1/4 NE1/4 said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE1/4 said Section 6 a distance of 243.05 feet; thence South 0°56'25" W. a distance of 889.40 feet to a one inch pipe set; thence North 89°56'19" E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW1/4 NE1/4 said Section 6, thence North 0°30'12" W. along the E. line of the NW1/4 NE1/4 said Section 6, a

EXHIBIT

distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 4. This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 30th Ward, 1st Aldermanic District, 11th Supervisory District, 27th Assembly District and the 9th Senatorial District.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 14th day of April, 2014.

Dated April 17 2014. Susan Richards, City Clerk

Approved April 17 2014. Michael Vandersteen, Mayor

Proceedings Published April 23, 2014.
Ordinances Published April 23, 2014.
Certified April 21 2014 to Plumbing Insp.; Police Dept.; Eng.; Assessor; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Library; City Dev.; Bldg. Insp.; Supt. of Streets/MSB; Transit; Victor/Eng.; DPW; Atty.; Deputy City Clerk; SBC; Sheb. Cty. Clerk; Supt. of Assessments; Alliant; WPS; Water Ut.; Real Property; Supt. of Schools; Sec. of State; Reg. of Deeds; Charter Cable; Ord. Book; City Clerk; Fire Chief; Police Chief; Sheb. Cty. Sheriff; Town of Sheboygan

DOCUMENT NO. 1158599

STATE BAR OF WISCONSIN FORM 3 — 1982
QUIT CLAIM DEED

VOL 1062 PAGE 936
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 24th
day of Sept. A.D. 19 87
at 4:22 o'clock P.M., and
Recorded in Vol. 1062
of Records on page 936/7
Darlene J Navis
Register

RETURN TO
CITY ATTORNEY'S OFFICE

87 SEP 24 PM 4 22

HAYSSEN FAMILY FOUNDATION, INC., a Wisconsin Corporation

quit-claims to CITY OF SHEBOYGAN, WISCONSIN, a Municipal Corporation

the following described real estate in Sheboygan County, State of Wisconsin:

FEE
77.25(2)(3)
EXEMPT

Tax Parcel No:

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

556 W24 P2486 E00006.00

The East three-eighths of the West one-half of the Northeast Quarter (E 3/8 W½ NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56'19" W. along the North line of the NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE¼ said Section 6 a distance of 243.05 feet; thence South 0°56'25" W. a distance of 889.40 feet to a one inch pipe

(Over)

This is not homestead property.
(is) (is not)

Dated this 20th day of August, 19 87

HAYSSEN FAMILY FOUNDATION, INC.

Daniel A. Merkel (SEAL)
Daniel A. Merkel, Secretary

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of, 19

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
CHASE, OLSEN, KLOET & GUNDERSON
By: Alvin R. Kloet

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN
Sheboygan County. } ss.

Personally came before me this 20th day of August, 19 87 the above named Daniel A. Merkel, Secretary of Hayssen Family Foundation, Inc.

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jill E. Ludens
Jill E. Ludens

Notary Public Sheboygan County, Wis.
My Commission is permanent. (If not, state expiration date: April 29, 19 90.)

EXHIBIT
13

set; thence North 89°56'19" E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW¼ NE¼ said Section 6, thence North 0°30'12" W. along the E. line of the NW¼ NE¼ said Section 6, a distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

RESTRICTIVE COVENANTS

1. The property conveyed herein as a gift to the City of Sheboygan shall be used by the City of Sheboygan as an industrial park, with no more than 15 acres being utilized for non-industrial use.

2. When the described real estate or any part of it is platted, the plat shall be identified as the William A. Hayssen Industrial Park.

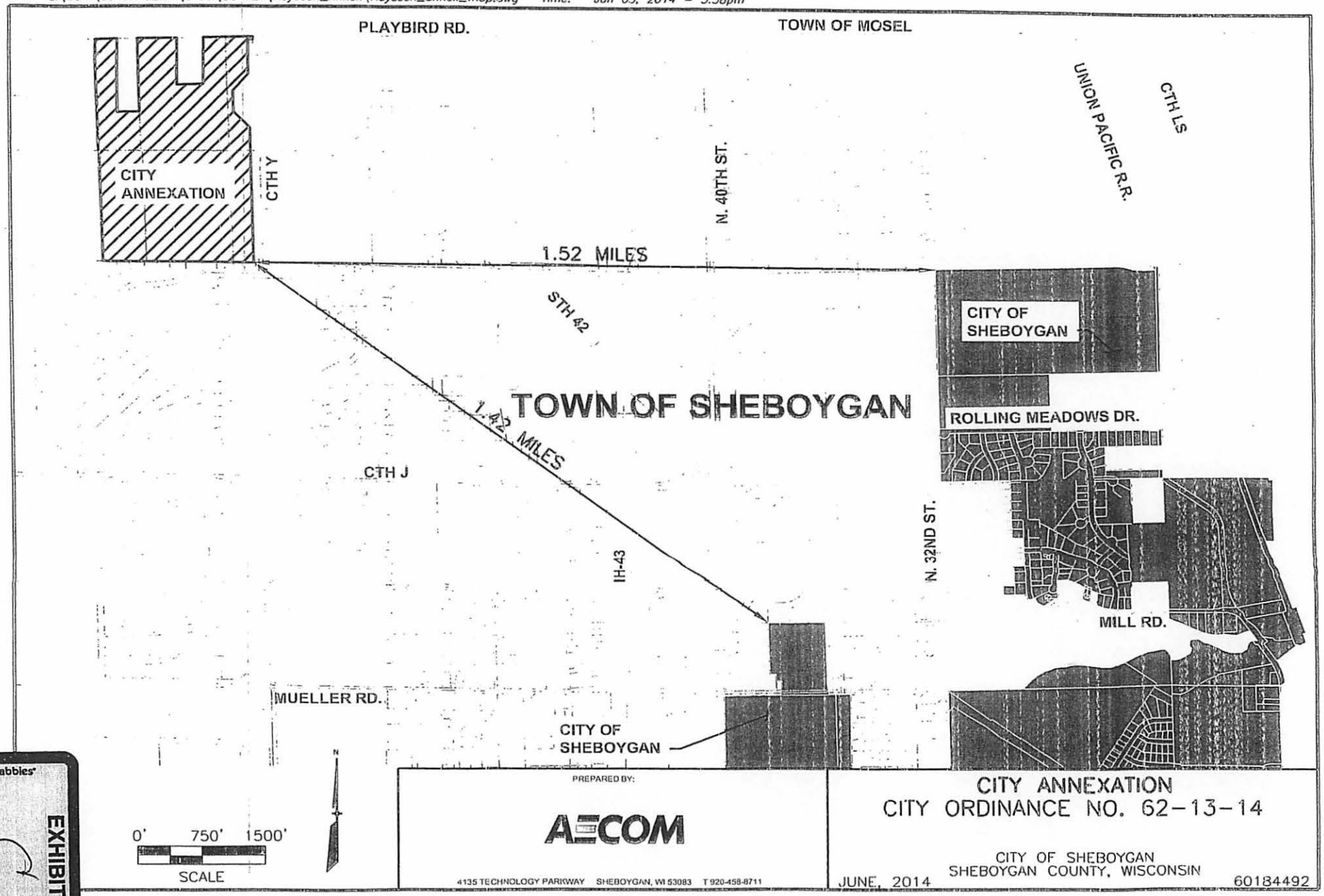
3. Upon acceptance of this Deed, the City of Sheboygan shall identify the property by erecting appropriate sign(s) along public roadways identifying the property as the proposed William A. Hayssen Industrial Park. On platting of the property as the William A. Hayssen Industrial Park, and thereafter, the City shall maintain appropriate sign(s) so identifying the property as the William A. Hayssen Industrial Park.

4. The grantee, as to the real estate as a whole or any part thereof not conveyed to third parties, shall maintain reasonable acceptable landscaping for an Industrial Park.

The above referenced covenants shall be binding upon the grantee herein, its successors and/or assigns. In the event the covenants or any one of them are breached, the real estate described herein shall revert to the grantor, its successors or assigns.

In the event any part of the real estate is conveyed for industrial use and is used as such for a period of one year from date of conveyance, as to that parcel this reversion provision shall terminate.

File: L:\work\60184492.01\CADD\SURVEY\Hayssen_Annex\Hayssen_annex_map.dwg Time: Jun 03, 2014 - 3:58pm



PREPARED BY:

AECOM

4135 TECHNOLOGY PARKWAY SHEBOYGAN, WI 53083 T 920-458-8711

CITY ANNEXATION
CITY ORDINANCE NO. 62-13-14

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

JUNE, 2014

60184492

tabbies

EXHIBIT

II

4.3

R. O. No. 136 - 14 - 15. By CITY CLERK. October 6, 2014.

Submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.

Finance

Susan Richards
City Clerk

II

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO. 15-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 19 '14 PM 3:42

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Barbara Behlke
2. Home address of Claimant: 1004 Bell Ave
3. Home phone number: 208 597 6749
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) when new wires were put in
6. Where did damage or injury occur? (give full description) Bell & 10th Public Utility - Elec. problem.
7. How did damage or injury occur? (give full description) Brain injury Trauma Public Utility issue
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: Sarama - Engineer
   (b) Claimant's statement of the basis of such liability: Refuse to make changes to the wiring a wattage going into the house.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Very dangerous wiring - wattage
   (b) Claimant's statement of basis for such liability: Went to doctor - wear packs of ice all day to keep myself from getting a brain hemorrage

Atty; Jim Amodeo, Biebel, Surkre,

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

Serious headaches - probing temple, parietal lobe
the worst I step foot on Bell & 10th.

11. Name and address of any other person injured: Wattage much too high!

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

Auto: $ —

Property: $ —

Personal injury: $ don't know

Other: (Specify below $

TOTAL Forced to move out of Sheboygan.

Damaged vehicle (if applicable) NA

Make: _____ Model: _____ Year: _____ Mileage: _____

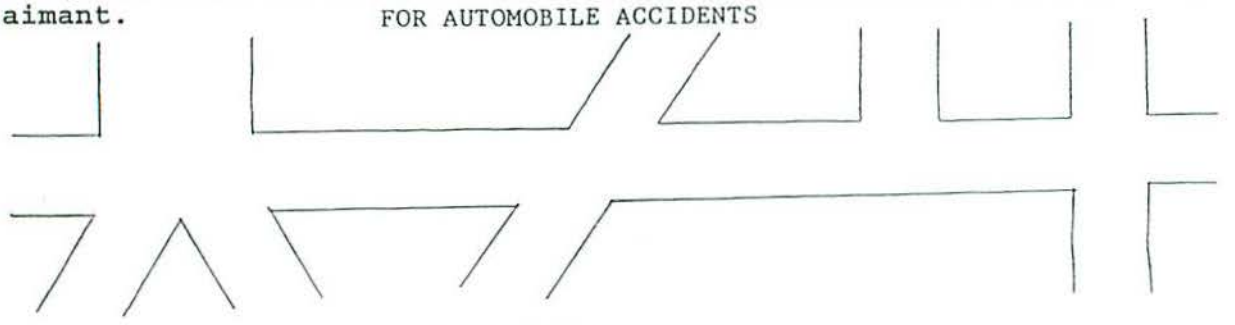
Names and addresses of witnesses, doctors and hospitals:

Dr. Michelle Raymond Peterson
Aura Clinic - Sheboygan Falls

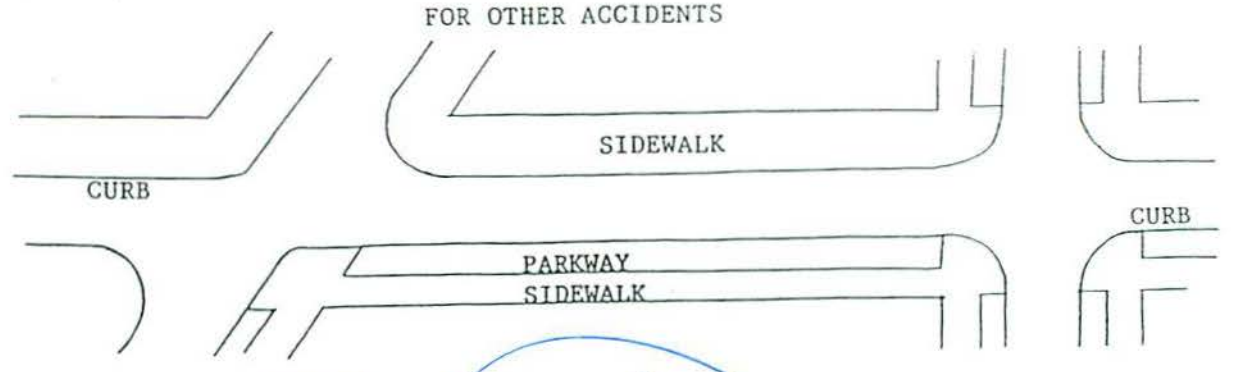
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Barbara Peterson Date: 09-19-74

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO.

CLAIM

Claimant's Name: Barb Behlke

Claimant's Address: 1004 Bell Ave
Sheboygan WI

Claimant's Phone No. 208-597 6719

Auto $

Property $

Personal Injury $

Other (Specify below) $

TOTAL

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

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

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

(Electric Current Too Strong)

Turn it off or down!

What you doing is illegal!

SIGNED: Barbara Behlke

DATE: 9-14-14

ADDRESS: 1004 Bell Avenue
Sheboygan. WI 53083

II

3.12

R. O. No. 257 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from Atty. Wm. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date.

Susan Richards
City Clerk

new