



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

July 25, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call (Alderspersons Mitchell, Filicky-Peneski, Perella, Ackley, and Felde may attend remotely)
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - July 11, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 11-22-23 / May 16, 2022: Submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole.
7. R. O. No. 19-22-23 / June 6, 2022: Submitting a claim from Richard A. Olson alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue.
8. R. O. No. 40-22-23 / July 18, 2022: Submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation.
9. R. O. No. 143-21-22 / April 18, 2022: Submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.
10. Res. No. 40-22-23 / July 18, 2022: A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station.
11. Res. No. 42-22-23 / July 18, 2022: A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe.

- [12.](#) Res. No. 43-22-23 / July 18, 2022: A RESOLUTION authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department.
- [13.](#) R. C. No. 276-21-22 / April 18, 2022: Your committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan.
- [14.](#) Direct Referral R. O. No. 44-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study.

ITEMS FOR DISCUSSION ONLY

- 15. Hiring Process Update - Director of Human Resources & Labor Relations

DATE OF NEXT REGULAR MEETING

- 16. August 8, 2022

ADJOURN

- 17. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 11-22-23 submitting a claim from Laura Kampmann for alleged tire damage due to a water street valve lid that had been flipped out of place on Indiana Avenue.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: July 18, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 11-22-23 is a claim from Laura Kampmann to repair a flat tire after driving over a water street valve lid that had been flipped out of place on Indiana Avenue. Per the Sheboygan Water Utility, these lids rest in place by gravity and do not have any nails or other fasteners involved. There was no negligence by the Sheboygan Water Utility.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 11-22-23

ATTACHMENTS:

- I. R.O. No. 11-22-23

II

Item 6.

R. O. No. | | - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole.

CITY CLERK

Finance & Personnel

DATE RECEIVED 5-9-22

RECEIVED BY MKC

CLAIM NO. 2-22

Item 6.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 09 2022

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: Laura Kampmann
2. Home address of Claimant: 2103 N 20⁵th Sheboygan, WI 53081
3. Home phone number: (920) 917-5194
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4-28-22 12:00 p.m.

6. Where did damage or injury occur? (give full description) Passenger side rear back tire. Blow out tire well. Nail in Drivers side rear tire.

7. How did damage or injury occur? (give full description) Drove over the cover of the Metal Water works hole. The cover was sideways in hole sticking up. There was a car in front of me so I couldn't see it. ~~Driver side rear~~ ^{PKK} Passenger side rear. Nail in Drivers side rear tire.

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: It is faked that the cover on back to hole for water or sewage.

(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 time. (If there were no injuries, state "NO INJURIES").

Item 6.

I have a flat tire, tire damage. NAIL in tire - other
tire blown out on side

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

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

Auto:

\$ 65.00^{x2} a tire

Property:

\$

Personal injury:

\$

Other: (Specify below

\$

TOTAL

\$ 130.00

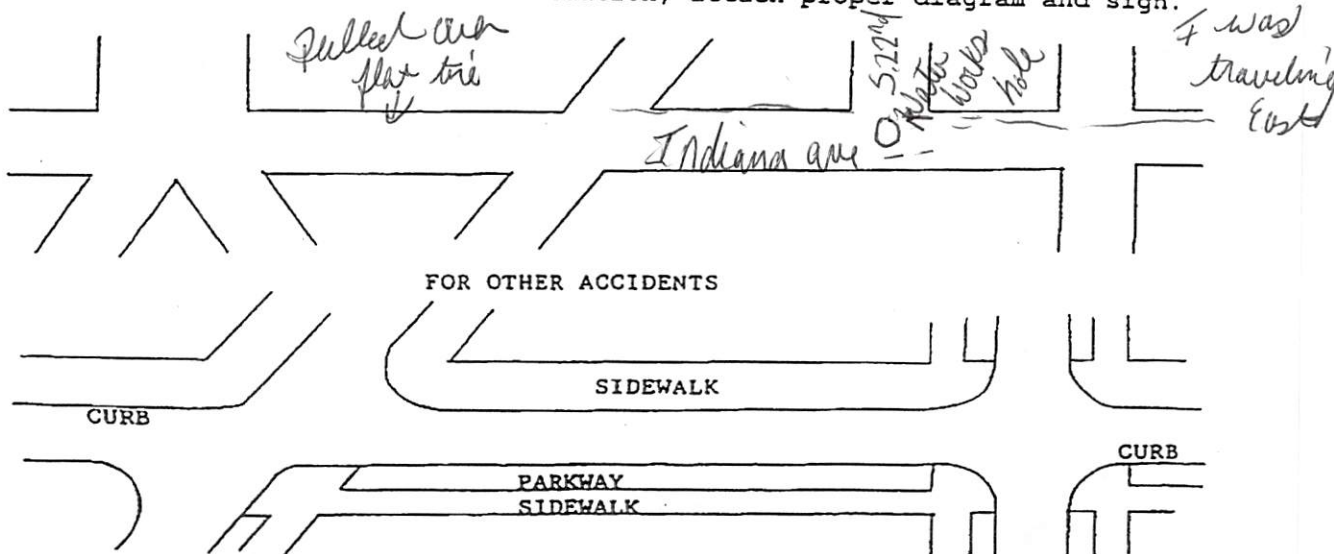
Damaged vehicle (if applicable)

Make: Nissan Model: Sentra Year: 2007 Mileage: 185,050

Names and addresses of witnesses, doctors and hospitals: Phillip Escobar. 1632
St. Clair ave Shel wt 5309

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

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



SIGNATURE OF CLAIMANT

Lauren Kampmann

DATE

5-6-22

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name:

Laura Kampmann

Auto

\$ 65.00 x 2

Claimant's Address:

2103 N 20th

Property

\$ _____

Sheboygan, WI 53081

Personal Injury

\$ _____

Claimant's Phone No.

(920) 917-5194

Other (Specify below)

\$ _____

TOTAL \$ 130.00

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 \$ 130.00.

SIGNED

Laura Kampmann

DATE: 5-6-27

ADDRESS:

2103 N 20th Sheboygan, WI 53081

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



Give us feedback @ survey.walmart.com
Thank you! ID #:7RFC381501KK

Walmart *

920-459-9410. Mgr: DAVID.
4433 VANGUARD DR.
SHEBOYGAN, WI 53083
ST#: 03324. OP#: 000066. TE#: 95. TR#: 08261

TLE ITEMS FOLLOW
ORDER NUMBER 0048570045449
TPMS SERVICE 068113115037 3.00 X
TPMS SERVICE 068113115037 3.00 X
AUTO TIRES 074131795969 65.00 X
AUTO TIRES 074131795969 65.00 X
LIFE WHL BAL 007874224343 15.00 X
LIFE WHL BAL 007874224343 15.00 X
TIRE FEE 000003700848 2.00 T
TIRE FEE 000003700848 2.00 T
FLAT REPAIR 007874224338 15.00 X

TLE ITEMS COMPLETE
SUBTOTAL 185.00
TAX 1 5.500 10.18
TOTAL 195.18
DEBIT TEND 195.18
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
195.18 TOTAL PURCHASE
US DEBIT *****.0456 I.O
REF # 211900036945
NETWORK ID 0076 APPR CODE 001352
US DEBIT
AID A0000000980840
AAC 38580B6EEB23B3A5
TERMINAL # SC010303

04/29/22 12:19:10

DUPLICATE RECEIPT

ITEMS SOLD 9
TC# 9937.3729.7913.6717.9484.8



Walmart +



Become a
member today
Scan for 30-day free trial.

Low Prices. You Can Trust. Every Day.
04/29/22 12:19:15

OUR PLEDGE TO YOU

• We will do only the service you authorize. • We will not exceed the estimated cost of services without your permission. • We will, at your request, return your old parts or hold them for your inspection.

LIMITED WORKMANSHIP AND MATERIALS WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart")! This Limited Workmanship and Materials Warranty applies to all tires that are purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart and protects the original purchaser from defects in the raw materials or quality of workmanship that require a tire to be removed from service. Wal-Mart stands behind the warranties of the tires that we sell. We do not send tires back to the manufacturer for warranty.

HOW LONG IS THIS LIMITED WARRANTY VALID? Under this limited warranty, tires found to be defective will be covered by this warranty for the life of the tire, as measured by the usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

WHAT IS COVERED BY THIS LIMITED WARRANTY? This Limited Workmanship and Materials Warranty provides additional coverage to tires purchased and installed at Wal-Mart that are "defective," defined as conditions that require a tire to be removed from service due to defects in the raw materials or quality of workmanship. Wal-Mart at its sole discretion will determine whether a tire is defective and is therefore eligible for replacement under this Limited Warranty. Tires that are deemed defective will be replaced free of charge (except for installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the installation cost and any other service charges and applicable taxes and government-mandated charges. In addition, if the defective tire was covered by the Wal-Mart Optional Road Hazard Warranty, you will need to purchase new Optional Road Hazard Warranty coverage on the replacement tire if you wish to continue Road Hazard Warranty Coverage for the new tire. If a tire is deemed eligible for warranty replacement and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free (except for installation cost and applicable taxes and government-mandated charges) or pro-rata replacement IF AND ONLY IF:

• You are the original purchaser of the tires, and the tires have been used only on that vehicle	
• At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to Wal-Mart	
• The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED	

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This warranty DOES NOT COVER tires that is damaged or failed due to:

• Improper Repair	• Accident	• Rapid or irregular wear	• Misapplication, racing, under-inflation, over-inflation, or other abuse	• Racing	• Snow chains or studs
• Vandalism	• Road hazards	• Excessive abuse		• Off-road use	• Worn mechanical components on the vehicle

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

• Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales	
• Tires that have been used for racing or off-road purposes	• Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Limited Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HOW ARE REPLACEMENT CHARGES CALCULATED? If your tire is defective and you have complied with the terms and conditions of this Limited Warranty, Wal-Mart will provide a free replacement tire (except for the tire installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire is deemed defective, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

HOW DO I MAKE A CLAIM UNDER THIS LIMITED WARRANTY? When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at <http://www.walmart.com> and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

CONDITIONS AND EXCLUSIONS. This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

LIMITED TREADWEAR WARRANTY FOR TIRES PURCHASED FROM AND INSTALLED AT WALMART STORES, INC.

1. TIRES COVERED BY THIS WARRANTY. This limited treadwear warranty applies to all tires that have a posted limited treadwear warranty when purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart. This warranty protects the original purchaser from premature tire wear by providing a pro-rata replacement if the tread wears out before reaching the warranted mileage based on your Wal-Mart invoice. The original tread will be considered to be worn down when there are 2/32nds of an inch of tread remaining. If a tire does not reach the warranted mileage prior to becoming worn down to 2/32nds of an inch of tread, and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that wear out before achieving the warranted mileage will be replaced on a pro rata basis ONLY IF:

• You are the original purchaser of the tires, and the tires have been used only on that vehicle	• The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED
• At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to your local Wal-Mart	

2. WHAT IS NOT COVERED

This warranty DOES NOT COVER tires that have become unserviceable due to:

• Road hazard injury (e.g., cut, snag, impact damage or puncture)	• Uneven or rapid wear caused by mechanical irregularity in the vehicle such as wheel misalignment	• Flat spotting caused by improper storage, or brakelock
• Improper repair		• Cosmetic ozone or weather cracking
• Misapplication, racing, under-inflation, over-inflation, or other abuse	• Accident, fire, chemical corrosion, tire alteration or vandalism	

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

• Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales	• Tires that have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving, or having any material applied to the surface.
• Tires that have been used for racing or off-road purposes	
• Tires that have been installed on any vehicle other than the vehicle on which they were originally installed	

3. HOW REPLACEMENT CHARGES ARE CALCULATED. A mileage tire meeting the conditions for pro rata replacement will be replaced with a comparable new tire based on mileage received, in the form of a Wal-Mart tire credit. Wal-Mart will determine the credit amount by multiplying the percent of mileage received by the then current actual selling price at Wal-Mart. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if a tire warranted for 40,000 miles wore out after 20,000 miles, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

4. WHAT THE CONSUMER MUST DO WHEN MAKING A CLAIM. When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at www.walmart.com and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

5. CONDITIONS AND EXCLUSIONS. This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

6. CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

(This coverage available with the purchase of the Optional Road Hazard Warranty)

OPTIONAL ROAD HAZARD WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart") and the optional Wal-Mart Road Hazard Warranty! This document is your contract. This Road Hazard Warranty is OPTIONAL protection that can be purchased and is ONLY EFFECTIVE WHEN THE ORIGINAL INVOICE IS PRESENTED WITH THIS WARRANTY FORM. This warranty is backed by Wal-Mart Stores, Inc. ("Wal-Mart") and provides coverage to the original purchaser for tire failure due to unforeseen hazards of the road causing flat tires, impact breaks, and non-repairable punctures. **HOW LONG IS THIS OPTIONAL WARRANTY VALID?** Under this optional warranty, tires found to be defective will be covered by this warranty for the life of the tires, defined as the duration of usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

WHAT IS COVERED BY THIS OPTIONAL WARRANTY? This OPTIONAL Road Hazard Warranty provides additional coverage to tires purchased and installed at Wal-Mart against tire failures caused by nails, glass, metal stones and almost anything else that could damage or puncture a tire. The Road Hazard warranty provides protection from tire failures caused by impact breaks and other non-repairable punctures caused by unforeseen hazards of the road. In the event that a tire fails due to an unforeseen road hazard, this warranty provides free (you pay the installation cost and applicable taxes and government-mandated charges) flat repair and pro-rata replacement if the failure is non-repairable. Eligibility for warranty coverage is determined at Wal-Mart's sole discretion. If the tire is eligible for warranty coverage and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free or pro-rata replacement IF AND ONLY IF:

• You purchased this Optional Road Hazard Warranty from Wal-Mart	• You are the original purchaser of the tires, installed, and the tires have been used only on that vehicle.	• The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED
• At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires and for your purchase of this Optional Road Hazard Warranty are presented		

WHAT IS NOT BY THIS OPTIONAL WARRANTY COVERED?

This warranty DOES NOT COVER tires that is damaged or failed due to:

• Improper repair	• Accident	• Worn mechanical components on the vehicle	• Racing	• Rapid or irregular wear
• Vandalism	• Snow chains or studs	• Misapplication, racing, under-inflation, over-inflation, or other abuse	• Off-road use	• Excessive abuse

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

• Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales	
• Tires that have been used for racing or off-road purposes	• Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Optional Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HOW ARE REPLACEMENT CHARGES CALCULATED? Wal-Mart will repair a flat tire for free (except for the tire installation cost and applicable taxes and government-mandated charges). A tire with a non-repairable puncture and meeting the terms and conditions of the warranty will be replaced with a comparable new tire, as determined by Wal-Mart, in the form of a Wal-Mart tire credit. The amount of the Wal-Mart tire credit will be calculated based on the wear of the tire at the time of replacement. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire receives unrepairable damage, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees. Tires with less than 2/32nds of an inch of tread remaining are not eligible for replacement or repair under this Optional Warranty. The last 2/32nds is not considered usable tread. If your tire is deemed eligible for pro-rata replacement, you will pay the difference between the cost of the new tire and the Wal-Mart tire credit. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges.

HOW DO I MAKE A CLAIM UNDER THIS OPTIONAL WARRANTY? When making a claim under the terms of this optional warranty, you must present your tires and the vehicle on which the tires were used to your local Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at www.walmart.com and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

CONDITIONS AND EXCLUSIONS. This optional warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

REFUND. Where applicable, you may have the right for a limited period of time to cancel this Road Hazard Warranty and receive a refund.

FULL WARRANTY ON
AUTOMOBILE
FOR 90 DAYS
OR 3,000 MILES, WHICHEVER OCCURS FIRST.

Item 6.

The automobile services and included parts listed on this Service order are warranted for 90 days or 3,000 miles, whichever occurs first. If our installation is unsatisfactory and/or parts used are defective in material or workmanship and the installation or parts are not covered by another written warranty of longer duration (in which case the warranty of longer duration would apply) we will correct the warranted repair free of charge. TO OBTAIN SERVICE UNDER THIS WARRANTY, RETURN THE AUTOMOBILE ON WHICH THE SERVICE WAS PERFORMED TO THE NEAREST WAL-MART AUTO CARE CENTER LOCATION.

This warranty gives you specific rights and you may also have other rights which vary from state to state.

Wal-Mart Stores, Inc.
702 S.W. 8th St.
Bentonville, AR 72716-8094

For More Info on our Warranties, Go to WWW.WALMART.COM/TIRE

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 19-22-23 submitting a claim from Richard Olson for alleged vehicle damage by a City vehicle on Custer Avenue.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: July 18, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 19-22-23 is a claim from Richard Olson to repair vehicle damages after a City vehicle hit his Ford truck on Custer Avenue. An accident report was filed with the Police Department.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have approved this claim in the amount of \$2,385.11.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 19-22-23

ATTACHMENTS:

- I. R.O. No. 19-22-23

II

Item 7.

R. O. No. 19 - 22 - 23. By CITY CLERK. June 6, 2022.

Submitting a claim from Richard A. Olson for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue.

FAP

CITY CLERK

DATE RECEIVED

5/16/22

RECEIVED BY

MKC

CLAIM NO.

4-22

MAY 16 2022

Item 7.

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: Richard A Olson
2. Home address of Claimant: 1012 CUSTER AVE SHEBOYGAN WI 53081
3. Home phone number: 414 840 4321 (cell # no land line)
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 5/6/2022 9:20AM
6. Where did damage or injury occur? (give full description) See Attached police report.
7. How did damage or injury occur? (give full description) See Attached police report.
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: ROSS Andrew HOBLITZELL
 - (b) Claimant's statement of the basis of such liability: See Attached Police report
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 time. (If there were no injuries, state "NO INJURIES").

See Attached Police report.

11. Name and address of any other person injured: NONE

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

Auto: \$ 2,385.11 - \$2,568.68 see attached estimates

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 2,568.68

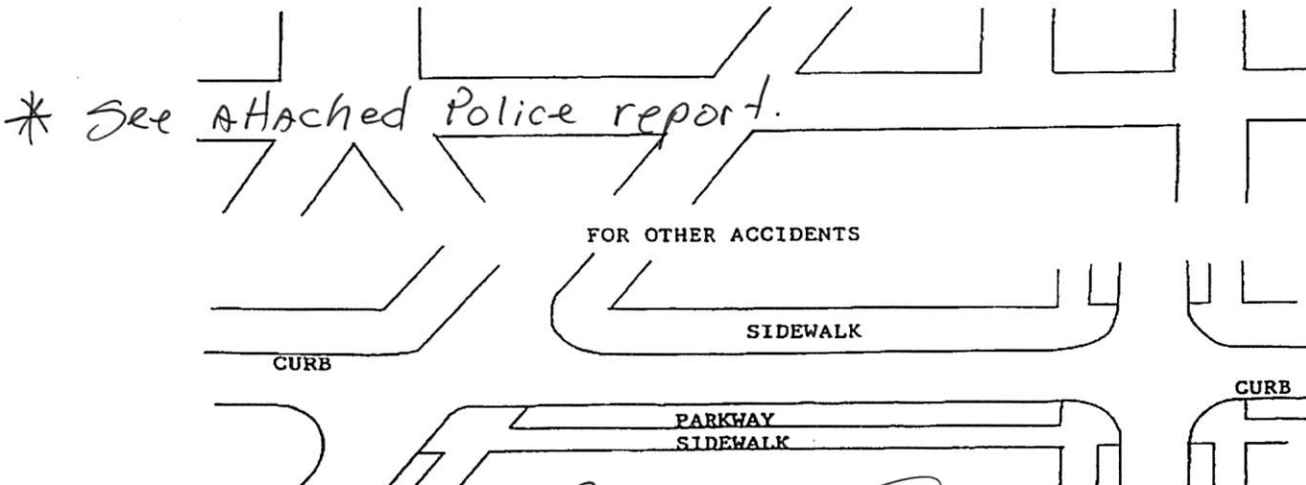
Damaged vehicle (if applicable)

Make: Ford Model: F150 Year: 2017 Mileage: 28,925

Names and addresses of witnesses, doctors and hospitals: Reported to police by city sanitation employees involved in accident.

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

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



SIGNATURE OF CLAIMANT

Richard [Signature]

DATE 5/14/2022

DATE RECEIVED _____

RECEIVED BY _____

Item 7.

CLAIM NO. _____

CLAIM

Claimant's Name: Richard A Olson

Auto \$ 2385.11 - \$2568.68

Claimant's Address: 1012 CUSTER AVE

Property \$ _____

SHEBOYGAN WI 53081

Personal Injury \$ _____

Claimant's Phone No. 414 840 4321

Other (Specify below) \$ _____

TOTAL \$ 2385.11 - \$2568.68

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 \$ 2385.11 - \$2568.68

SIGNED



DATE: 5/14/2022

ADDRESS: 1012 CUSTER AVE, SHEBOYGAN WI 53081

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

G7L0FJ55MP

C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0FJ55MP

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER S. LONGLEY	
Crash Date 05/06/2022		Crash Time 08:58 AM		Date Arrived 05/06/2022		Time Arrived 09:24 AM	
Date Notified 05/06/2022		Time Notified 09:23 AM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold
<input checked="" type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		<input type="checkbox"/> School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By	
		Photos By 491	
		Additional Information PHOTOS	
<input checked="" type="checkbox"/> I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.			
ID BY WIDL. DRIVER OF UNIT 1 WAS BACKING THE GARBAGE TRUCK WESTBOUND ON CUSTER AVE. UNIT 2 WAS LEGALLY PARKED ON THE NORTH SIDE OF THE ROAD, FACING WESTBOUND. DRIVER SIDE FRONT WHEEL WELL OF UNIT 1 MADE CONTACT WITH REAR TIRE WELL OF UNIT 2. MINOR DAMAGE TO UNIT 2 AND NO DAMAGE TO UNIT 1.			

G7L0FJ55MP
C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON 1012 CUSTER AVE 128 FT W OF S 10TH ST (HOUSE/BUILDING 1012) IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.726951118	Longitude -87.716796233
	X Coordinate 442268.53125	Y Coordinate 4841796.5
	Structure Type HOUSE/BUILDING	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision 06 - SIDESWIPE/OPPOSITE DIRECTION		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control PARTIAL CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification A CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

Vehicle

UNIT 01 VEHICLE 01	License Plate Number 88068		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 3BPZL50X7DF176544		Make PETERBILT MOTORS CO	Year 2013	Model TRUCK	
	Color WHI - WHITE		Body Style CB - CAB CHASSIS		Bus Use	
	Initial Contact Point 10 - LEFT SIDE FRONT		Vehicle Damage			
	Extent Of Damage NO DAMAGE		00 - NO DAMAGE			



G7L0FJ55MP

C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	
	What Driver Was Doing BACKING		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions LOOKED BUT DID NOT SEE			
01	01	Owner Name SHEBOYGAN CITY (920) 459-3440		Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US
Sequence Of Events				
UNIT INDIVIDUAL	01	Event MOTOR VEH IN TRANSPORT		
	02	Event		
	03	Event		
	04	Event		
Policy Holder				
UNIT INDIVIDUAL	Insurance Company PROGRESSIVE-ADVANCED-INSURANCE-CO		Government SHEBOYGAN CITY	
	Individual			
	Driver ROSS ANDREW HOBLITZELL (920) 918-6797		Citations Issued 0	Sex MALE
	Address 1604 N 25TH ST SHEBOYGAN, WI 53081 , US		Date of Birth 02/27/2002 Race WHITE	
Driver License Number H1437210206708 STATE: WISCONSIN COUNTRY: UNITED STATES				
Safety Equipment				
UNIT INDIVIDUAL	On Duty Crash		Safety Equipment	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT	
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	Injury		Airbag	
	Injury Severity NO APPARENT INJURY		NON DEPLOYED	
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
	Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #	
	Hospital	Date of Death	Time of Death	
	Distracted By			
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)				
Distracted By Action NOT DISTRACTED				

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C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL	Non Motorist		Striking Unit #	Location
	Prior Action			
	Action			
	Action Other			To/From School
01 001	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results
	Drug Type			
	Individual Condition APPEARED NORMAL			

Unit Summary

02 UNIT	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	Pre CrashTire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT			Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

UNIT		VEHICLE		Vehicle			
02	02	License Plate Number	Plate Type	St	Country of Issuance		
		993193	LTK - LIGHT TRUCK	WI	UNITED STATES		
		Vehicle Identification Number	Make	Year	Model		
		1FTEW1EF6HFB50176	FORD	2017	F150		
		Color	Body Style		Bus Use		
		WHI - WHITE	PK - PICKUP				
		Initial Contact Point	Vehicle Damage				
	08 - LEFT SIDE REAR	08 - LEFT SIDE REAR					
	Extent Of Damage						
		MINOR DAMAGE					
		Towed Due To Damage	Vehicle Removed By				
		NOT TOWED	OWNER				

G7L0FJ55MP

C22-07716

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors	
	02	Driver Prior Action Other	NOT APPLICABLE	
	02	Driver Actions NO CONTRIBUTING ACTION		
	02	Owner Name RICHARD ALLEN OLSON (920) 453-8751	Owner Address 1012 CUSTER AVE SHEBOYGAN, WI 53081 , US	
UNIT	Sequence Of Events			
	01	Event PARKED MOTOR VEHICLE		
	02	Event		
	03	Event		
	04	Event		
UNIT	Policy Holder			
	Insurance Company ACUIITY,-A-MUTUAL-INSURANCE-CO		Individual RICHARD OLSON	
Property Owner				
PROP OWNER	01	Government CITY OF SHEBOYGAN (920) 459-3440		Address 2026 NEW JERSEY AVE SHEBOYGAN, WI 53081 , US
Fixed Objects Struck				
	01	Striking Unit 01	Struck Object OTHER OBJECT - NOT FIXED	Structure Number Damage Tag Number

**MIKE BURKART FORD COLLISION
CENTER**

3110 COUNTY ROAD PP, PLYMOUTH, WI 53073
Phone: (920) 893-6961
FAX: (920) 892-6761

Workfile ID: 38d67563
PartsShare: 6LLJ2Y
Federal ID: 39-0127312

Item 7.

Preliminary Estimate

Customer: OLSON, RICHARD A & DAWN

Job Number:

Written By: MARK LEONHARD
Adjuster: HORN, LINDA, (920) 458-9131 x1455 Business

Insured: OLSON, RICHARD A & DAWN Policy #: N67175 Claim #: RN3933-1-1-400
Type of Loss: Collision Date of Loss: 5/6/2022 2:30 PM Days to Repair: 0
Point of Impact: 08 Left Qtr Post (Left Side)

Owner:	Inspection Location:	Insurance Company:
OLSON, RICHARD A & DAWN	MIKE BURKART FORD COLLISION CENTER	ACUITY, A MUTUAL INSURANCE COMPANY
1012 CUSTER AVE	3110 COUNTY ROAD PP	ACUITY CLAIMS
SHEBOYGAN, WI 53081	PLYMOUTH, WI 53073	SHEBOYGAN
(920) 457-1853 Evening	Repair Facility	
	(920) 893-6961 Business	

VEHICLE

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

VIN: 1FTEW1EF6HFB50176	Interior Color:	Mileage In: 28,925	Vehicle Out:
License: 993193	Exterior Color: WHITE	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Get live updates at www.carwise.com/e/4f8av6

Preliminary Estimate

Item 7.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	ELECTRICAL						
2	Repl	Valve stem 315mhz	F2GZ1700C	1	7.95 m	Incl.	
3	WHEELS						
4	*	Repl LT/Rear Wheel, alloy type 3 Note: PART # HL3Z1007E	FL3Z1007D	1	<u>268.65</u> m	0.3	
5	PICK UP BOX						
6	*	Rpr LT Side panel w/wheel opening molding (ALU) Note: DAMAGE TO FRONT OF PANEL AND WHEEL OPENING AREA				<u>3.0</u>	3.0
7		Add for Clear Coat					1.2
8	*	Rpr LT Outer wheelhouse (ALU)				<u>1.0</u>	0.5
9		Overlap Minor Panel					-0.2
10		Add for Clear Coat					0.1
11	R&I	Fuel door gas engines				0.1	
12	Blnd	Fuel door gas engines					0.2
13	R&I	Housing gas engines				0.3	
14	R&I	LT Upper molding				0.5	
15	R&I	LT Front deflector				0.2	
16	Repl	LT Front deflector retainer	W705589SS5YZ	1	1.50		
17	*	R&I LT Rear deflector				<u>0.3</u>	
18	Repl	LT Wheel opng mldg	FL3Z9929165BA	1	171.12	0.5	0.8
19		Overlap Minor Panel					-0.2
20		Add for Clear Coat					0.1
21	Repl	LT Rear deflector retainer	W705589SS5YZ	3	4.50		
22	R&I	LT Rear molding				0.1	
23	Repl	LT Rear molding retainer	W705589SS5YZ	1	1.50		
24	Repl	LT Decal "SPORT 4x4"	FL3Z9925622FA	1	53.58	0.4	
25	#	REMOVE EXISTING DECAL		1		0.4	
26	#	R&I TONNEAU COVER				1.0	
27	REAR LAMPS						
28	R&I	LT Tail lamp				0.3	
29	REAR BUMPER						
30	R&I	R&I bumper assy				1.1	
31	#	R&I LT REAR WHEEL LINER				0.5	
32	TIRES						
33	*	Repl GDYR 275/65R18 Wrangler Fortitude HT OWL 116T	GY07705	1	244.97	0.3	
34	#	Subl MOUNT AND BALANCE		1	20.00 T		
35	#	Subl TIRE DISPOSAL		1	5.00 T		
36	#	Subl Hazardous waste removal		1	5.00 T		
37	#	Repl Cover Car		1	10.00 T	0.2	
38	#	Color tint / color match		1			0.5
39	#	Rpr Color sand and buff				0.5	

Preliminary Estimate

Item 7.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

40	#	Repl	Corrosion protection	1	6.00	T
41	#		Clean for delivery/post-repair cleaning	1	35.00	
SUBTOTALS				834.77	11.0	6.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			788.77
Body Labor	11.0 hrs @	\$ 68.00 /hr	748.00
Paint Labor	6.0 hrs @	\$ 68.00 /hr	408.00
Paint Supplies	6.0 hrs @	\$ 45.00 /hr	270.00
Miscellaneous			46.00
Subtotal			2,260.77
Sales Tax	\$ 2,260.77 @	5.5000 %	124.34
Grand Total			2,385.11
Deductible			250.00
CUSTOMER PAY			250.00
INSURANCE PAY			2,135.11

MyPriceLink Estimate ID / Quote ID:

954025353012060160 / 105411701

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.

Customer: OLSON, RICHARD A & DAWN**Job Number:**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA15, CCC Data Date 05/09/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. 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 with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data 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 refinishing 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 Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. 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 2022 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 CCC ONE estimator has a list of applicable vehicles. Parts 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. 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. 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.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating 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.

Preliminary Estimate

Item 7.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

TIRE PARTS SUPPLIERS

Line	Description	Supplier	Price
33	GDYR 275/65R18 Wrangler Fortitude HT OWL 116T	Tire Rack	\$ 244.97
	7101 VORDEN PKWY, SOUTH BEND IN 46628-0	(800) 445-0179	

DEAN'S AUTO BODY, INC.Workfile ID:
PartsShare:9250dcc2
6LZTW

Item 7.



Deans Has the Means for All Your Collision Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-6495

Preliminary Estimate**Customer: Olson, Rick**

Written By: Joe Black

Insured: Olson, Rick
Type of Loss:
Point of Impact: 08 Left Qtr Post (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Olson, Rick
1012 Custer Ave
Sheboygan, WI 53081
(414) 840-4321 Cell

Inspection Location:
DEAN'S AUTO BODY, INC.
1407 N 29TH ST
SHEBOYGAN, WI 53081
Repair Facility
(920) 457-5494 Business

Insurance Company:
ACUITY, A MUTUAL INSURANCE COMPANY

VEHICLE

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

VIN: 1FTEW1EF6HFB50176	Interior Color:	Mileage In: 28,954	Vehicle Out:
License: 993193	Exterior Color:	Mileage Out:	
State: WI	Production Date: 2/2017	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel

Cruise Control
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats

Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Preliminary Estimate

Item 7.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	WHEELS						
2	**	Repl RECOND LT/Rear Wheel, alloy type 2	FL3Z1007C	1	223.00 m	0.3 M	
3	#	Subl Dismount & Mount Tire		1	13.30 T		
4	#	Subl Computer Wheel Balance		1	11.97		
5	#	Subl Four wheel alignment		1	89.95 T		
6	#	Repl Transport to and from alignment shop		1		0.5	
7	PICK UP BOX						
8	*	Rpr LT Side panel w/wheel opening molding (ALU) Note: Side Panel is Aluminum has diiffernt repair procedure.				10.0	3.0
9		Add for Clear Coat					1.2
10		R&I LT Upper molding				0.5	
11		Repl LT Wheel opng mldg	FL3Z9929165BA	1	171.12	0.5	0.8
12		Overlap Minor Panel					-0.2
13		Add for Clear Coat					0.1
14		R&I LT Front deflector				0.2	
15	*	R&I LT Rear deflector				0.3	
16		Repl LT Decal "SPORT 4x4"	FL3Z9925622FA	1	53.58	0.4	
17	#	R&I Bed cover				0.4	
18	REAR LAMPS						
19		R&I LT Tail lamp				0.3	
20	REAR BUMPER						
21		R&I R&I bumper assy				1.1	
22	VEHICLE DIAGNOSTICS						
23	#	OEM Diagnostic Support		1	69.95		
24	#	Pre Scan		1	50.00	0.5 M	
25	#	Post Scan		1	50.00	0.5 M	
		Note: Manufacture Requires Scan					
26	MISCELLANEOUS OPERATIONS						
27	#	Repl Administration Supplies		1	25.00		
28	#	Hazardous waste removal		1	6.00 T		
29	#	Repl Cover Car		1	8.00 T	0.2	
SUBTOTALS					771.87	15.7	4.9

Preliminary Estimate

Item 7.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				654.62
Body Labor	14.4 hrs	@	\$ 68.00 /hr	979.20
Paint Labor	4.9 hrs	@	\$ 68.00 /hr	333.20
Mechanical Labor	1.3 hrs	@	\$ 100.00 /hr	130.00
Paint Supplies	4.9 hrs	@	\$ 45.00 /hr	220.50
Miscellaneous				117.25
Subtotal				2,434.77
Sales Tax	\$ 2,434.77	@	5.5000 %	133.91
Grand Total				2,568.68
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				2,568.68

MyPriceLink Estimate ID / Quote ID:

953991501153574912 / 105398870

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

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.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA15, CCC Data Date 05/09/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. 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 with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data 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 Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. 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 2022 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 CCC ONE estimator has a list of applicable vehicles. Parts 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. 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. 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.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating 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.

Preliminary Estimate

Item 7.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#ALY03999U30 RECOND LT/Rear Wheel, alloy type 2 Quote: 1273378268 Expires: 06/26/22	\$ 223.00
11	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#FL3Z9929165BA LT Wheel opng mldg Quote: 1212972806 Expires: 06/11/22	\$ 171.12
16	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#FL3Z9925622FA LT Decal "SPORT 4x4" Quote: 1212973344 Expires: 06/11/22	\$ 53.58

Preliminary Estimate

Item 7.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

ALTERNATE PARTS USAGE

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

VIN: 1FTEW1EF6HFB50176 Interior Color: Mileage In: 28,954 Vehicle Out:
License: 993193 Exterior Color: Mileage Out:
State: WI Production Date: 2/2017 Condition: Good Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	1	1
Recycled	N/A	0	0

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 40 – 22 - 23 submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: July 22, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

As city staff begins development of their department requests for the 2023 budget, review of the schedule, along with insight and input from the Finance and Personnel Committee is important.

STAFF COMMENTS:

Members of the management team have initiated a preliminary analysis of fiscal factors that are anticipated to affect the 2023 budget.

In conjunction with the preliminary analysis of fiscal factors, the following are suggested goals and parameters to be used by the City Administrator as the management team develops the 2023 Executive Budget:

1. General Fund Budget – retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for an anticipated wage/benefit increase for the city workforce due to the compensation study and union contract negotiations.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management Plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed fund proceeds.

10. Incorporate 2023 projects, equipment, police vehicles and large vehicles identified in the 2023 – 2027 Capital Improvement Program.
11. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

ACTION REQUESTED:

- I. Motion to recommend the Common Council adopt R.O. No. 40 – 22- 23

ATTACHMENTS:

- II. R.O. No. 40-22-23

R. O. No. 40 - 22 - 23. By CITY ADMINISTRATOR. July 18, 2022.

Submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

2023 City of Sheboygan Budget Schedule

July 18, 2022	City Administrator submits 2023 Budget Schedule to Common Council.
July 25, 2022	City Administrator communicates to Management Team the parameters for 2023 Budget submittals. Staff begins Salary and Benefit Projections.
July 25, 2022	City Administrator discusses budget parameters with Finance and Personnel Committee.
August 22, 2022	Staff completes Salary and Benefit Projections, merges data into the 2023 Budget Projection.
August 29, 2022	Staff completes preliminary departmental budget submittals.
August-September, 2022	City Administrator review of preliminary department budgets.
October 3, 2022	City Administrator submits Budget Resolution to Common Council.
October 4 - 14, 2022	Standing Committees - 2023 Proposed Budget presentations.
October 7, 2022	Staff publishes Notice of Public Hearing on 2023 Proposed Budget.
October 17, 2022	Committee of the Whole Review.
October 24, 2022	Public Hearing on 2023 Proposed Budget.
October 24, 2022	Committee of the Whole refers final 2023 Proposed Budget to Common Council.
November 7, 2022	Common Council to adopt the Budget Resolution.

F&P

Submitting the 2023 preliminary budget fiscal factors for guidance prior to departmental budget submittals as follows:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for anticipated wage/benefit increase for the city workforce due to the compensation study and union contracts.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed fund proceeds.
10. Incorporate 2023 projects, equipment, police vehicles and large vehicles identified in the 2022 - 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.
12. Continue Garbage, Recycling, and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

Todd Wolf, City Administrator

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 143-21-22 submitting litigation in regards to PNC Bank v. Pape et al.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: July 21, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 143-21-22 is a summons and complaint between PNC Bank v. Rae R. Pape due to failure to make contractual payment on a property. Amount due is \$32,225.80, plus interest from 6/1/21 to current.

STAFF COMMENTS:

The lawsuit has been dismissed.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 143-21-22

ATTACHMENTS:

- I. R.O. No. 143-21-22

II

R. O. No. 143 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.

CITY CLERK

F&P
2022-2023 Council

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

PNC Bank, National Association vs. Rae R. Pape et al

**Electronic Filing
Notice**

Case No. 2022CV000152

Class Code: Foreclosure of Mortgage

FILED

03-23-2022

Sheboygan County

Clerk of Circuit Court

2022CV000152

Honorable Daniel J

Borowski

Branch 5

Item 9.

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

Case number 2022CV000152 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 225b8a

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: March 24, 2022

FILED

03-23-2022

Sheboygan County

Clerk of Circuit Court

2022CV000152

Honorable Daniel J

Borowski

Branch 5

Item 9.

STATE OF WISCONSINCIRCUIT COURTSHEBOYGAN COUNTY

FNC Bank, National Association
c/o Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
West Valley City, UT 84119

SUMMONS

Plaintiff,
vs.

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

Rae R. Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

John Doe Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

City of Sheboygan
823 Center Ave
Sheboygan, WI 53081-4442

Defendants.

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 23rd day of March, 2022.

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

By: 

Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
086151F01

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

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

FILED

03-23-2022

Sheboygan County

Clerk of Circuit Court

2022CV000152

Honorable Daniel J

Borowski

Branch 5

Item 9.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PNC Bank, National Association
c/o Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
West Valley City, UT 84119

COMPLAINT

Plaintiff,
vs.

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

Rae R. Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

John Doe Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Defendants.

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 Rae R. Pape.
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 \$32,225.80 together with interest from the 1st day of June, 2021.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is 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 Pape has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rae R. Pape and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(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 23rd day of March, 2022.

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

By: 

Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

FILED
03-23-2022

Item 9.

Sheboygan County
Clerk of Circuit Court
2022CV000152
Honorable Daniel J**ADJUSTABLE RATE NOTE**
(LIBOR 6 Month Index (As Published In the Wall Street Journal)-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.

March 18, 2005
(Date)SHEBOYGAN
(City)Wisconsin
(State)1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53031

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$45,475.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN. 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 8.0000%. The interest rate I will pay may 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 payments every month.

I will make my monthly payments on the first day of each month beginning on May 01, 2005

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. My monthly payments will be applied to interest before principal. If, on April 01, 2035, 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 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

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. \$333.68. 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.

WISCONSIN ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Senge Family

(Page 1 of 4 pages)

EXHIBIT A

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of April 2007, and on that day every 6th 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 average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that 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 Six and One Half

percentage points (6.5000%) 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 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage point(s) (1.0000%) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

(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 me and also the 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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 Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% 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 that 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 delivered or mailed to me.

(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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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, protects the Note Holder from possible losses which might result if I do not keep the promises that 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:

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

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

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

Rae L. Pape (Seal) _____ (Seal)
RAE L. PAPE -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

(Sign Original Only)

**

THE PREPAYMENT NOTE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF
AMENDS THE PREPAYMENT PROVISIONS OF THIS NOTE

Initials Initials Initials Initials Initials Initials

Pay to the order of
First Franklin Financial Corporation
without recourse
First Franklin, a division of National City Bank of Indiana

By Olivia Horace
Olivia Horace, Post Closer

Pay to the order of
WITHOUT RECOURSE
First Franklin Financial Corp.

Olivia Horace
Olivia Horace, Funder

(Page 4 of 4 pages)

EXHIBIT A

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MORTGAGE

Document Number:

Return Address:

FIRST FRANKLIN
ATTENTION: RECORDS MANAGEMENT
2150 NORTH FIRST STREET
SAN JOSE, CA 95131
Parcel I.D. Number: 59281601220

1760999

SHEBOYGAN COUNTY, WI
RECORDED ON

03/28/2005 02:54PM

DARLENE J. NAVIS
REGISTER OF DEEDSRECORDING FEE: 45.00
TRANSFER FEE:STAFF ID 11
TRANS # 59254

OF PAGES: 18

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 March 18, 2005, together with all Riders to this document.
- (B) "Borrower" is RAE R PAPE, UNMARRIED

Borrower is the mortgagor under this Security Instrument.

- (C) "Lender" is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN
Lender is a National Association
the laws of United States of America
2150 NORTH FIRST STREET, SAN JOSE, California 95131

organized and existing under
Lender's address is

- (D) "Note" means the promissory note signed by Borrower and dated March 18, 2005. Lender is the mortgagee under this Security Instrument. The Note states that Borrower owes Lender Forty Five Thousand Four Hundred Seventy Five and no/100 Dollars (U.S. \$45,475.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 01, 2035.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
- ☐ Balloon Rider ☐ Planned Unit Development Rider ☒ Other(s) [specify] Prepay Rider
- ☒ 1-4 Family Rider ☐ Biweekly Payment Rider

- (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,

WISCONSIN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 10811.1 (0011)

(Page 1 of 10 pages)

Form 3050 1/01

GREATLAND
To Order Call 1-800-620-9293 Fax 616-791-1131**EXHIBIT B**

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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. §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.

(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
[Type of Recording Jurisdiction]

of

SHEBOYGAN
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of

1415 MEHRTENS AVENUE
[Street]

SHEBOYGAN
[City]

, Wisconsin

53081
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in, 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 3; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay, to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the

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following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has

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designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has

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breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 10 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Rae R. Pape (Seal) _____ (Seal)
RAE R. PAPE -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

Witness:

Witness:

State of Wisconsin
County of SHEBOYGAN

This instrument was acknowledged before me on MARCH 18, 2005
RAE R. PAPE

(date) by

(person(s) acknowledging).



Jason P. Pleus
Notary Public, State of Wisconsin

My commission expires: 5/11/08

This instrument was drafted by:

Name: WENDY SEHNERT

WISCONSIN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(Page 10 of 10 pages)

EXHIBIT B

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1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of March 2005 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 Note to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, wholly owned operating subsidiary of National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

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of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider.

Rae R. Pape (Seal) _____ (Seal)
RAE R. PAPE -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

(Page 3 of 3 pages)

EXHIBIT B

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PREPAYMENT RIDER

This Prepayment Rider is made this 18th day of March 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

("the Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

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

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge not to exceed 60 days' interest at the contract rate on the amount by which the aggregate principal prepayment for a twelve month period exceeds 20% of the original amount of the loan.

NOTICE TO BORROWER

Do not sign this Prepayment Rider before you read it. This prepayment Rider provides for the payment of a charge if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment

Rider

Rae R. Page (Seal)
RAE R. PAPE

____ (Seal)

____ (Seal)

____ (Seal)

____ (Seal)

____ (Seal)

Fixed Rate and Balloon Prepayment Rider - First and Second Liens - Wisconsin
Adjustable Rate Prepayment Rider - First Lien - Wisconsin



EXHIBIT B

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ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18th day of March 2005, 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 FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

[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 8.0000%. 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 April 2007 and on that day every 8th 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 average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that 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 Six and One Half percentage points (6.5000%) 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.

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX
(AS PUBLISHED IN THE WALL STREET JOURNAL) -- Single Family

(Page 1 of 3 pages)

EXHIBIT B

UNOFFICIAL COPY

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 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000 %) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

(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 me and also the 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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

(Page 2 of 3 pages)

EXHIBIT B

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Rae R. Pape
RAE R. PAPE

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

(Page 3 of 3 pages)

EXHIBIT B

UNOFFICIAL COPY

Exhibit "A"**LEGAL DESCRIPTION:**

Lot Five (5), Block Five (5), according to the recorded Plat of Assessment Subdivision No. 1, in the City of Sheboygan, Sheboygan County, Wisconsin. Together with the rights in an easement for driveway purposes in parts of Lots 4 and 5, Block 5 in said Subdivision, as set forth in a certain agreement for joint use of driveway dated November 13, 1964 and recorded November 17, 1964 in Vol. 438 Records, Page 676.

Tax Parcel Number: 59281601220

EXHIBIT B

CHAIN OF TITLE:**WARRANTY DEED**

GRANTOR: BARBARA J. REINKE F/K/A BARBARA J. SIRCEL
GRANTEE: JOSE HERRERA, A SINGLE PERSON
DATED: 07/20/1999 RECORDED: 07/29/1999 BOOK: 1685
INSTRUMENT NO.: 1550334

PAGE: 584

WARRANTY DEED

GRANTOR: JOSE HERRERA
GRANTEE: RAE R. PAPE, A SINGLE PERSON
DATED: 03/17/2005 RECORDED: 03/28/2005 INSTRUMENT NO.: 1760997

MORTGAGE/DEED OF TRUST INFORMATION:**MORTGAGE**

LENDER: FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

BORROWER: RAE R PAPE, UNMARRIED

DATED: 03/18/2005 RECORDED: 03/28/2005 INSTRUMENT NO.: 1760999

AMOUNT: \$45,475.00

ASSIGNMENT

ASSIGNOR: FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK OF INDIANA
ASSIGNEE: FIRST FRANKLIN FINANCIAL CORPORATION
DATED: 04/12/2005
RECORDED: 04/25/2005
INSTRUMENT NO.: 1763374

ASSIGNMENT

ASSIGNOR: FIRST FRANKLIN FINANCIAL CORPORATION, A DELAWARE CORPORATION BY
SELECT PORTFOLIO SERVICING, INC., A UTAH CORPORATION, ITS ATTORNEY IN
FACT
ASSIGNEE: PNC BANK, NATIONAL ASSOCIATION
DATED: 03/27/2018
RECORDED: 07/18/2018
INSTRUMENT NO.: 2059691

MORTGAGE FORECLOSURE/ LIS PENDENS:

NONE

JUDGMENTS:**JUDGMENT**

CASE # 2015TJ000096
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 AMOUNT: \$491.00

JUDGMENT

CASE # 2015TJ000094
PLAINTIFF: CITY OF SHEBOYGAN
Page 2 of 6

LIEN REPORT

DEFENDANT:
DOCKETED: 04/27/2015

RAE R PAPE
AMOUNT: \$691.00

JUDGMENT

CASE #
PLAINTIFF:
DEFENDANT:
DOCKETED: 04/27/2015

2015TJ000095
CITY OF SHEBOYGAN
RAE R PAPE
AMOUNT: \$691.00

JUDGMENT

CASE #
PLAINTIFF:
DEFENDANT:
DOCKETED: 04/27/2015

2015TJ000098
CITY OF SHEBOYGAN
RAE R PAPE
AMOUNT: \$691.00

JUDGMENT

CASE #
PLAINTIFF:
DEFENDANT:
DOCKETED: 04/27/2015

2015TJ000093
CITY OF SHEBOYGAN
RAE R PAPE
AMOUNT: \$691.00

JUDGMENT

CASE #
PLAINTIFF:
DEFENDANT:
DOCKETED: 04/27/2015

2015TJ000092
CITY OF SHEBOYGAN
RAE R PAPE
AMOUNT: \$691.00

JUDGMENT

CASE #
PLAINTIFF:
DEFENDANT:
DOCKETED: 03/14/2016

2018TJ000029
CITY OF SHEBOYGAN
RAE R PAPE
AMOUNT: \$53,038.00

JUDGMENT

CASE #
PLAINTIFF:
DEFENDANT:
DOCKETED: 03/14/2018

2018TJ000030
CITY OF SHEBOYGAN
RAE R PAPE
AMOUNT: \$53,000.00

UCC FINANCING STATEMENT:

NONE

NOTICE OF LIENS:

NONE

MECHANIC'S LIENS:

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 40-22-23 a RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: July 22, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	101331-651200
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In January, 2022 the city's topographic survey equipment was significantly damaged when it was blown over by a large gust of wind. City staff had the unit professionally reviewed, and given its current age, the cost to rebuild the unit was significant enough to justify replacing it. In 2021, monies were budgeted to acquire new survey equipment. However, at that time staff were still evaluating which equipment to select, and the purchases were never made.

The city has now begun transitioning to Trimble brand for their survey equipment. The Leica RTS is being replaced with a new Trimble RTS in an effort to standardize all survey equipment.

STAFF COMMENTS:

This asset is primarily being funded with previously budgeted dollars. We are requesting to use contingency to pay for the select components that were unexpectedly damaged.

ACTION REQUESTED:

- I. Motion to recommend the Common Council adopt Res. No. 40 – 22- 23

ATTACHMENTS:

- II. Res. No. 40 – 22- 23

III

Res. No. 40 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station.

WHEREAS, in January 2022, an engineering technician was performing topographic survey work at the intersection of N 10th Street and New York Avenue when a large gust of wind blew over the Leica Robotic Total Station ("RTS") resulting in physical and functional damage to the unit; and

WHEREAS, since purchasing this Leica RTS over seven years ago, the Department of Public Works ("DPW") has transitioned to Trimble equipment due to improved capabilities, which render work sites safer and improve efficiency; and

WHEREAS, DPW had previously planned to replace the now-damaged RTS with a Trimble RTS such that funds were budgeted in 2021 but not expended due to other priorities; and

WHEREAS, repairing the Leica RTS would be costly and would not support DPW's goal of standardized equipment; and

WHEREAS, Wisconsin's public construction laws do not require public bidding for the purchase of equipment or materials that are not earmarked for use with any particular project; and

WHEREAS, because Leica equipment is not compatible with Trimble, additional equipment will be necessary beyond the RTS.

F&P

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$19,799.60 from the General Fund Contingency Account (Account No. 101141-810101) to Department of Public Works Light Equipment Account (Account No. 101331-651200).

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 42 – 22 - 23 is a resolution authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: July 22, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	101210 - 550110
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In January 2022, a burst sprinkler pipe caused significant damage to the Sheboygan Police Department causing the main lobby and municipal court to be closed temporarily. In an effort to re-open services in a timely manner, contractors were hired to complete the necessary repairs.

STAFF COMMENTS:

The unanticipated repairs were paid out of the Police Department's 2022 operating budget. This resolution is requesting a transfer from the General Fund Contingency Account to reimburse the Police Department for the unbudgeted expenses.

ACTION REQUESTED:

- I. Motion to recommend the Common Council adopt Res. No. 42 – 22- 23

ATTACHMENTS:

- II. Res. No. 42 – 22- 23

Res. No. 42-22-23. By Alderpersons Mitchell and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe.

WHEREAS, in January 2022, a burst sprinkler pipe caused significant damage to the Sheboygan Police Department such that the main lobby and municipal court were temporarily closed; and

WHEREAS, the Director of Public Works, in his authority pursuant to Sec. 2-397, Sheboygan Municipal Code, and Wis. Stat. § 62.15, determined that the burst sprinkler pipe caused a temporary public emergency to a public facility endangering the public health and welfare; and

WHEREAS, Wis. Stat. § 62.15(1b) exempts a municipality responding to a public emergency from the requirement that contracts of a certain monetary value be let by public bidding; and

WHEREAS, repairs were promptly undertaken and are now complete; and

WHEREAS, these unanticipated repair costs were paid from the Police Department budget.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to Wis. Stat. § 62.15(1b), the Common Council hereby declares that the public emergency created by the burst sprinkler pipe at the Sheboygan Police Department facility no longer exists.

T&P

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer \$13,816.48 from the General Fund Contingency Account (Account No. 101141-810101) to Police Department Account No. 101210-550110 to reimburse the Police Department for the unanticipated expense associated with repairing the burst sprinkler pipe.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 43 – 22 - 23 authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department.

REPORT PREPARED BY: Director of Senior Services Emily Rendall-Araujo

REPORT DATE: July 21, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

Budget Line Item: 510110
 Budget Summary: N/A
 Budgeted Expenditure: 510110

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Coordinator position is and has been in the City's Table of Organization for years. The previous Coordinator was released in December 2020 as Senior Services was operating at a reduced capacity due to the previous building closure, with the expectation that the Coordinator position would be reopened when the new building opened.

STAFF COMMENTS:

Senior Services anticipates taking occupancy of the new Uptown Social building in October 2022. We would like to hire a new Coordinator now with the expectation that the new employee could start in late September or early October to assist with the transition and opening. The Friends of Uptown Social has offered to make a contribution to the City in the amount equal to the expense related to this position in the 2022 budget year, making the budget implication neutral. The expense for three months of a Coordinator is estimated to be \$15,000, and the Friends would make a contribution for that equal amount.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 43 – 22 – 23 authorizing the budget amendment related to the hiring of an Engagement Coordinator for Senior Services.

ATTACHMENTS:

- I. Res. No. 43 – 22 - 23

Res. No. 43 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department.

WHEREAS, in December, 2020, one of three full-time employees within Senior Services was relieved due to decreased program offerings caused by the closure of the former Senior Activity Center facility located at 428 Wisconsin Avenue; and

WHEREAS, the 2022 senior services budget allocated funding sufficient to maintain two full-time employees based on the reduced needs of the department; and

WHEREAS, the new senior services facility, known as "Uptown Social," will assume occupancy of a building located at 1817 N. 8th Street in November, 2022; and

WHEREAS, with the new, larger facility, Uptown Social intends to reinstate more program offerings necessitating a return to three full-time employees in order to better serve Sheboygan's growing population of older adults; and

WHEREAS, pursuant to Sec. 82-24, Sheboygan Municipal Code, Senior Services has provided notice to the City Administrator, in the absence of a Human Resources Director, of the department's desire to fill the vacant, full-time position of Engagement Coordinator; and

WHEREAS, the Friends of Uptown Social has agreed to offset any costs related to hiring and employing a full-time Engagement Coordinator for the 2022 budget year, which is expected to total approximately \$15,000; and

WHEREAS, the City Administrator has determined that filling the Engagement Coordinator position is appropriate and will be budget-neutral upon acceptance of the donation; and

WHEREAS, staff is empowered by Sec. 82-24(b)-(c) to proceed with hiring and filling a position if doing so is budget-neutral.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to accept the approved amount of \$15,000 from the Friends of Uptown Social and receipt it in Acct. No. 101 - 485005 (Contribution - Uptown Friends) in the 2022 Budget.

F+P

BE IT FURTHER RESOLVED: That should filling this position result in additional, unanticipated expenses, the Finance Director is authorized to accept additional funds from Friends of Uptown Social to ensure the 2022 Budget is not impacted.

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

Engagement Coordinator

Item 12.

Direct Supervisor: Director of Senior Services
Department: Senior Services
Version Date: June 2022
Salary Grade: E
FLSA Status: Exempt, Not Represented



Position Summary:

Under the general direction of the Director of Senior Services, the Engagement Coordinator is responsible for strategy and implementation of internal and external communication, special event coordination, volunteer management, and daily operational support.

Essential Responsibilities:

Primary responsibilities are to establish, plan, and execute a comprehensive communication plan that affectively informs engaged participants of ongoing opportunities at Uptown Social, as well as promoting Uptown Social to the greater Sheboygan community so as to attract new participants and members. In addition, the Engagement Coordinator assists the Director of Senior Services with planning of several annual special events, as well as recruiting and managing a team of volunteers to assist with daily operations of Uptown Social, personally assisting as needed. Daily operational support might include opening and closing the building, setting up for programs, cleaning up after programs, and interacting with participants.

1. Internal/External Communications:

- Serve as staff liaison to Communication Committee.
- Produce and distribute monthly print newsletter.
- Produce and schedule weekly e-newsletter.
- Create and execute social media content calendar, actively engaging participants with the private Insiders group as well as the general public through the general Facebook page. Explore and expand to other social media channels as they relate to our population of participants.
- Manage Uptown Social website.
- Coordinate external marketing campaigns, utilizing print, digital, radio, and other forms of media as appropriate and allowable within the marketing budget.
- Serve as first point of staff contact for participant questions related to program registration, special event registration, and Friends of Uptown Social annual membership.
- Assist in the promotion and publicity of Uptown Social program through community networking and development of business and community partnerships.
- With the help of the Director of Senior Services, solicit advertisers and sponsors for the monthly newsletter and weekly e-newsletter.

2. Volunteer Coordination:

- Oversee all volunteer and volunteer programs, including volunteer training and recognition opportunities.
- Manage team of volunteers to assist with staffing the reception desk; cover reception desk responsibilities if volunteers are not available.
- Recruit new volunteers as needed.
- Coordinate large volunteer events, such as annual Day of Caring community event.
- Serve as staff support to City of Sheboygan Senior Services Commission and Friends of Uptown Social Board of Directors

3. Special Event Coordination:

- Execute several special events annually as directed by the Director of Senior Services and Friends of Uptown Social.

4. Operational/Administrative Support:

- Maintain database of members and program participants, ensuring accurate reporting of daily attendance.
- Manage event/program calendars; coordinate room schedules with Program & Wellness Coordinator.
- Assist Program & Wellness Coordinator in the development and implementation of programs and activities that enhance the quality of life for Uptown Social participants.
- Work closely with volunteers and other staff to ensure program

Education & Experience:

- Bachelor's Degree in Marketing, Communication, or other related field, or five or more years of relevant communication experience.
- Experience working in an older adult recreation environment preferred.
- Non-Profit experience preferred.

Qualifications & Skills:

1. Strong interpersonal, verbal, and written communication skills.
2. An ability to meet deadlines and prioritize multiple projects.
3. Competency with basic record keeping systems.
4. Basic Graphic Design capabilities, experience with Adobe InDesign preferred.
5. Position requires initiative, resourcefulness; experience as a "self-starter" and a strong sense of responsibility.
6. Flexibility in varied job assignments.
7. Upbeat, positive attitude and willingness to work as a team is essential.
8. Ability to work with compassion and patience in an environment with older adults.
9. Perform other work-related duties as assigned, respond to requests for information in a timely and accurate manner.

Post Job Offer Requirements:

Job offers for this position are contingent on the individual passing a pre-employment drug screen and background check.

Work Environment:

The work environment and physical demands characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Department Summary:

The function of the Senior Services Department is to serve our customers in a way that establishes a relationship of mutual gratitude- our gratitude for our customer's patronage, and our customer's gratitude for the quality and value they receive. We want to encourage all citizens, especially older adults, to remain active and engaged in their community.

- The vibrancy and health of our organization depends upon the investment of each individual.
- We believe in the inherent value of ALL people.
- We believe in building collaborative relationships.
- We believe that older adults have talent and wisdom to share and are an important community resource.

Acknowledgement:

The job description includes the essential responsibilities of the position and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific essential responsibilities does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the job description for this position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six values of the City's Strategic Plan.

Employee Name:_____ Employee Number:_____

Employee Signature:_____ Date:_____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 32-21-22 submitting litigation in regards to Link Media Wisconsin v. City of Sheboygan.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: July 21, 2022

MEETING DATE: July 25, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 32-21-23 is a summons and complaint between Link Media Wisconsin v. City of Sheboygan in regards to unlawful changes to a sign structure nonconforming under the City's ordinances. City denied request for permit needed to alter the sign.

STAFF COMMENTS:

The lawsuit has been dismissed.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:

R.O. No. 32-21-22

R.C. No. 276-21-22

ATTACHMENTS:

- I. R.O. No. 32-21-22
- II. R.C. No. 276-21-22

VI

R. C. No. 276 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 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

R. O. No. 32 - 21 - 22. By CITY CLERK. June 21, 2021.

Submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan.

CITY CLERK

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH ____

SHEBOYGAN COUNTY


LINK MEDIA WISCONSIN, LLC
d/b/a Link Media Outdoor
200 Mansell Ct. East
Bldg. 200 Suite 360
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN
Sheboygan City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081,

Defendant.

Process Server 
Date: 6/9/21 Time: 12:15 am/pm
☐ Personal ☐ Substitute
☐ Posted ☐ Corporate

Case No. 21 CV ____

Case Code: 30701
Declaratory Judgment

JUN 9 '21 12:25

SUMMONS

THE STATE OF WISCONSIN, TO THE 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 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 N. 6th St., Sheboygan, Wisconsin 53081-4692 and to the plaintiff's attorney,

Date _____
() Subscribed
() Witness

Date _____

Kraig A. Byron, whose address is 10 East Doty Street, Suite 900, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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

Dated this 4th day of June, 2021.

VON BRIESEN & ROPER, S.C.

Electronically signed by Kraig A. Byron

By: Kraig A. Byron
State Bar No. 01020236
Attorneys for Plaintiff

von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703
(608) 661-3981
(608) 316-3184 (fax)
kbyron@vonbriesen.com

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH ____

SHEBOYGAN COUNTY

LINK MEDIA WISCONSIN, LLC
d/b/a Link Media Outdoor
200 Mansell Ct. East
Bldg. 200 Suite 360
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN
Sheboygan City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081,

Defendant.

Case No. 21 CV ____

Case Code: 30701
Declaratory Judgment

COMPLAINT

COMES NOW the Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor ("Link"), by its attorneys, von Briesen & Roper, s.c., by Attorney Kraig A. Byron, and as and for their Complaint against the Defendant, City of Sheboygan, alleges as follows:

PARTIES AND NATURE OF ACTION

1. Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor, is a domestic limited liability company, with its home office and principal place of business located at 200 Mansell Ct. East, Bldg. 200 Suite 360, Roswell, GA 30076, and a local office located at 1258 Russet Court, Green Bay, WI 54313.

2. Defendant, City of Sheboygan ("City"), is on information and belief, a municipal governmental corporation, with its central governmental offices located at Sheboygan City Hall, 828 Center Avenue, Suite 300, Sheboygan, WI 53081.

3. This action is brought under Wis. Stat. § 806.04 for a declaration of rights and interests under Wis. Stat. § 84.30.

GENERAL ALLEGATIONS

4. Plaintiff re-alleges and incorporates herein as if fully stated all of the allegations contained in Paragraphs 1 through 3 above.

5. Wis. Stat. § 84.30 was enacted by the Wisconsin legislature, stating as its purpose; "to promote the safety, convenience and enjoyment of public travel, to preserve the natural beauty of Wisconsin, to aid in the free flow of interstate commerce, to protect the public investment in highways, and to conform to the expressed intent of congress to control the erection and maintenance of outdoor advertising signs, displays and devices adjacent to the national system of interstate and defense highways, it is hereby declared to be necessary in the public interest to control the erection and maintenance of billboards and other outdoor advertising devices adjacent to said system of interstate and federal-aid primary highways and the Great River Road."

6. Plaintiffs own and operate outdoor advertising structures, also known as billboards, and under Wis. Stat. § 84.30, generally referred to as "signs."

7. Plaintiffs sell advertising space on their signs for valuable consideration.

8. Link's legal relations are affected by Wis. Stat. § 84.30.

9. Link is entitled to have determined questions of construction arising under Wis. Stat. § 84.30 and to obtain a declaration of rights, status or other legal relations thereunder.

10. Link requests that the Court construe Wis. Stat. § 84.30 and to declare Link's rights under the statute.

11. There is a controversy between Link and the City with regard to the construction and application of Wis. Stat. § 84.30(4), as that provision relates to the regulation of the subject sign structure.

12. The City disagrees with Link's interpretation and construction of Wis. Stat. § 84.30.

13. There is a dispute between Link and the City as to whether the City has the authority to regulate permitted signs located in "business areas" as that term is defined in Wis. Stat. § 84.30(2)(b).

14. Link has a legally protectable interest in installing and maintaining sign structures located in "business areas" without having to contend with unfounded claims of local regulatory authority over sign structures located in such areas.

15. The manner in which Link's sign structures located in "business areas" are regulated by local zoning authorities presents an ongoing controverted issue that will continue until decided with certainty by a court of competent jurisdiction.

16. Link Media Wisconsin, LLC does business in Sheboygan County, Wisconsin by entering into lease agreements for property located in Sheboygan County, selling advertising space on signs located in Sheboygan County, and by direct contact with its landlords and advertising customers located in Sheboygan County, Wisconsin.

17. Among Link's signs located in Sheboygan County is a billboard located adjacent to the Hyundai dealership at 5525 Racetrack Rd in the City of Sheboygan ("subject sign" or "subject sign structure").

18. The subject sign structure was erected and is maintained pursuant to a state permit issued by the State of Wisconsin, Department of Transportation.

19. As a permitted sign structure under state law, Link is permitted to make changes to the subject sign, such as increasing the height of the sign above ground level ("HAGL") and installing digital display panels on the sign.

20. Plaintiffs' signs are essential to the continued viability of their business model.

21. Plaintiffs have a pecuniary interest in maintaining the existence and visibility of their signs.

22. The sightlines to the subject sign have become partially obstructed by an on-premise advertising sign for the Hyundai dealership.

23. Before the Wisconsin Department of Transportation ("WisDOT") will allow Link and similarly situated sign owners to make changes to permitted signs, it generally requires sign owners to secure the approval of local zoning authorities.

24. In the case of the subject sign, WisDOT informed Link on June 2, 2021 that "Link Media Outdoor has the Department's unqualified approval to make these changes to the sign structure."

25. The changes approved by WisDOT are the elevation of the HAGL of the subject sign structure and the installation of digital display panels on the subject sign structure.

26. On information and belief, WisDOT did not require local approval of the requested revisions and granted Link unqualified State approval to make the requested revisions to the subject sign structure because the structure is located within a "business area."

27. On information and belief, WisDOT would have required local approval as a condition of State approval to make the requested revisions had the subject sign structure not been located within a “business area.”

28. The City of Sheboygan has classified the subject sign structure as “nonconforming” under its local ordinances.

29. Link requested permission from the City of Sheboygan to raise the HAGL of the subject sign structure to improve the sightlines to the sign’s advertising faces.

30. The City refused to permit Link to raise the HAGL of the subject sign structure.

31. On information and belief, the City’s position is that raising the HAGL on a nonconforming sign structure would render the subject sign structure illegal under its local ordinance.

32. On information and belief, if Link raises the HAGL of the subject sign structure and/or installs digital display panels on the sign structure the City will seek removal of the sign structure based on alleged unlawful changes to a sign structure nonconforming under the City’s ordinances.

33. There is an ongoing dispute between the parties as to whether the City of Sheboygan has the legal authority to impose more restrictive size, spacing and lighting controls in “business areas” than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

FIRST CLAIM – DECLARATORY JUDGMENT
THE CITY HAS NO REGULATORY AUTHORITY OVER THE SIGN

34. Plaintiffs re-allege and incorporate herein as if fully stated all of the allegations contained in Paragraphs 1 through 33 above.

35. Wis. Stat. § 84.30(2)(b) defines “business area” as follows:

"Business area" means any part of an adjacent area which is zoned for business, industrial or commercial activities under the authority of the laws of this state; or not zoned, but which constitutes an unzone commercial or industrial area as defined in par. (k). In adjacent areas along the interstate system business areas shall be limited to commercial or industrial zones within the boundaries of incorporated municipalities, as those boundaries existed on September 1, 1959, and all other areas where the land-use as of September 1, 1959, was clearly established by state law as industrial or commercial.

36. Wis. Stat. Sec. 84.30(2)(a) defines the "adjacent areas" as follows:

"Adjacent area" means an area which is adjacent to and within 660 feet of the nearest edge of the right-of-way of any interstate or primary highway or the Great River Road, which 660 feet distance shall be measured horizontally along a line normal or perpendicular to the center line of the highway.

37. The subject sign structure is located within a "business area."

38. Wis. Stat. § 84.30(4) establishes those criteria applicable to signs located within business areas. It provides, in relevant part;

The department shall effectively control or cause to be controlled, the erection and maintenance of outdoor advertising signs, displays and devices that are erected subsequent to March 18, 1972 in all business areas. Whenever a bona fide county or local zoning authority has made a determination of customary use, as to size, lighting and spacing such determination may be accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority. In all other business areas, the criteria set forth below shall apply: (State criteria omitted).

39. In order to be considered a bona fide county or local zoning authority which has made a determination of customary use as to size, lighting and spacing, the zoning ordinance of the local zoning authority must be certified by WisDOT under Trans 201.20, Wis. Admin. Code.

40. Trans 201.20(3) provides:

"Local certification" means the department's acceptance, under s. 84.30 (4) (intro.), Stats., of a local zoning authority's determination of customary use as to the size, lighting and spacing of outdoor advertising signs in the zoned commercial or industrial areas of the locality.

41. On information and belief, WisDOT refers to those “bona fide county or local zoning authority” whose “determination of customary use, as to size, lighting and spacing” has been “accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority” as “Certified Cities.”

42. Attached hereto as Exhibit A is a copy of a list of “Certified Cities” received by Plaintiff from WisDOT on November 20, 2020.

43. By email exchange on May 25, 2021, Vicki Harkins, Outdoor Advertising Program Lead, Bureau of Highway Maintenance, Division of Transportation Systems Development, Wisconsin Dept. of Transportation, confirmed that no changes had been made to WisDOT’s Certified City List since November 20, 2020 and that the Department was not in receipt of any pending applications to have a local ordinance certified. A copy of said email exchange is attached hereto as Exhibit B.

44. The City of Sheboygan does not appear on WisDOT’s Certified City List.

45. Wis. Stat. § 84.30(4) mandates that in all “business areas” not located within certified cities, the criteria set forth in Wis. Stat. § 84.30(4) control outdoor advertising sign size, spacing and lighting.

46. Unless a local zoning ordinance is certified by WisDOT under Trans 201.20, Wis. Admin. Code, the local zoning authority cannot impose restrictions on signs located in “business areas” more restrictive than the sign criteria set forth in Wis. Stat. Sec. 84.30(4).

47. Trans 201.20(5)(b), Wis. Admin. Code is the only Wisconsin legal authority providing that a local zoning ordinance may impose more restrictive size, spacing and lighting controls than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

48. Trans 201.20(5)(b), Wis. Admin. Code applies only to certified local zoning ordinances.

49. Trans 201.20(5)(b), Wis. Admin. Code does not apply to local ordinances that have not been certified by WisDOT under Wis. Stat. § Wis. Stat. 84.30(4) and Trans 201.20(3), Wis. Admin. Code.

50. The City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in “business areas” than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

51. The City of Sheboygan has no authority to regulate outdoor advertising signs located in “business areas” as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

52. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in “business areas” than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

53. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate outdoor advertising signs located in “business areas” as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

54. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls on the subject sign structure than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

55. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate the subject sign structure.

WHEREFORE, Plaintiff respectfully requests that the Court enter Judgment as follows:

- A. For a finding that a justiciable controversy exists which satisfies the conditions for declaratory relief under Wis. Stat. § 806.04;
- B. For a judgment under Wis. Stat. § 806.04 entering the declaratory relief requested herein.
- C. For an Order awarding to Plaintiff all allowable costs, disbursements and attorney's fees; and,
- D. Any other remedies the Court deems just and equitable.

Dated this 4th day of June, 2021.

VON BRIESEN & ROPER, S.C.

Electronically signed by Kraig A. Byron

By: Kraig A. Byron
State Bar No. 01020236
Attorneys for Plaintiff

von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703
(608) 661-3981
(608) 316-3184 (fax)
kbyron@vonbriesen.com

MUNICIPALITY	DISTRICT	COUNTY	CERT DATE	DE-CERT DATE
Village of Bayside	2	Milwaukee	4/30/1973	
City of Beloit	1	Rock	4/5/1973	
Village of Brown Deer	2	Milwaukee	4/30/1973	
Village of Chenequa	2	Waukesha	8/20/1973	
Village of Elm Grove	2	Waukesha	8/20/1973	
City of Fond du Lac	3	Fond du Lac	11/12/1975	
Village of Fox Point	2	Milwaukee	6/5/1973	
City of Franklin	2	Milwaukee	6/5/1973	
City of Glendale	2	Milwaukee	6/5/1973	
Village of Greenfield	2	Milwaukee	6/5/1973	
City of Greenfield	2	Milwaukee	8/25/1975	
Village of Hales Corners	2	Milwaukee	6/5/1973	
City of Janesville	1	Rock	3/2/1973	6/5/1984
Village of Lake Delton	1	Sauk	6/13/1977	
City of Madison	1	Dane	2/23/1973	
City of Milwaukee	2	Milwaukee	12/5/1974	
Village of Nashotah	2	Waukesha	8/23/1973	
City of New Berlin	2	Waukesha	8/20/1973	
City of New Holstein	3	Calumet	3/2/1973	
City of Oak Creek	2	Milwaukee	4/6/1973	
City of Platteville	1	Grant	8/17/1973	
City of Richland Center	5	Richland	8/21/1973	12/17/1974
Village of Suring	3	Oconto	8/27/1975	
City of Tomah	5	Monroe	8/22/1973	7/5/1990
City of Viroqua	5	Vernon	4/14/1975	
City of West Allis	2	Milwaukee	8/29/1975	

From: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Sent: Tuesday, May 25, 2021 11:08 AM
To: Kraig A. Byron <kbyron@vonbriesen.com>
Cc: Melissa J. Johnson <mjohnson@vonbriesen.com>
Subject: [EXTERNAL] RE: City of Sheboygan

Hi Kraig,
I hope all is well with you too. We have not made any additions or deletions to the list of certified cities.

We also do not have any pending applications.

Thanks,
Vicki

Vicki Harkins
Outdoor Advertising Program Lead
Bureau of Highway Maintenance
Division of Transportation Systems Development
Wisconsin Dept. of Transportation
Vicki.harkins@dot.wi.gov
Office: 608-266-3611
Cell: 608-512-3588



From: Kraig A. Byron <kbyron@vonbriesen.com>
Sent: Tuesday, May 25, 2021 10:42 AM
To: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Cc: Melissa J. Johnson <mjohnson@vonbriesen.com>
Subject: RE: City of Sheboygan

Vicki,

I hope you are well and starting to resume some sense of normalcy. On November 20, 2020, you provided me with the Department's Certified City List. Have there been any changes to the list since that time? Also, are there any pending applications to have a local ordinance certified?

Thank you very much.

Best regards,

Kraig A. Byron |
Direct: 608-661-3981 | kbyron@vonbriesen.com

From: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Sent: Monday, November 23, 2020 2:56 PM
To: Kraig A. Byron <kbyron@vonbriesen.com>
Cc: Thomas S. Hornig <thornig@vonbriesen.com>; Melissa J. Johnson <mjohnson@vonbriesen.com>;
Culbert, Anthony - DOT <Anthony.Culbert@dot.wi.gov>
Subject: [EXTERNAL] RE: City of Sheboygan

Hi Kraig,

I hope all is well with you. Here is the certified city list.

Thank you,
Vicki

Vicki Harkins
Outdoor Advertising Program Lead
Bureau of Highway Maintenance
Division of Transportation Systems Development
Wisconsin Dept. of Transportation
Vicki.harkins@dot.wi.gov
Office: 608-266-3611
Cell: 608-512-3588



From: Kraig A. Byron <kbyron@vonbriesen.com>
Sent: Monday, November 23, 2020 12:43 PM
To: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Cc: Thomas S. Hornig <thornig@vonbriesen.com>; Melissa J. Johnson <mjohnson@vonbriesen.com>;
Culbert, Anthony - DOT <Anthony.Culbert@dot.wi.gov>
Subject: RE: City of Sheboygan

Dear Vicki,

I hope you are well. Per the below email exchange with Tony, please provide me with a complete list of "certified cities" under Wis. Stat. Sec. 84.30(4). I specifically asked Tony about the City of Sheboygan, but I have questions regarding other local zoning authorities as well and do not want to continue to pester you with inquiries.

Thank you very much.

Kraig A. Byron |
Direct: 608-661-3981 | kbyron@vonbriesen.com

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Link Media Wisconsin, LLC vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2021CV000211

Class Code: Declaratory Judgment

FILED**06-04-2021****Sheboygan County****Clerk of Circuit Court****2021CV000211****Honorable L Edward
Stengel****Branch 1**

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 300
SHEBOYGAN CITY HALL
SHEBOYGAN WI 53081

Case number 2021CV000211 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 616225

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: June 7, 2021

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 44 - 22 - 23. By FINANCE DIRECTOR. July 25, 2022.

Submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study.

BACKGROUND / ANALYSIS:

On June 27th, the Finance and Personnel Committee reviewed a report from the Finance Director requesting guidance on how to mitigate concerns/questions and complete the Carlson-Dettmann Compensation Study. As part of the discussion that day, it was requested by the Committee that a report be shared each meeting moving forward on the progress of various areas of concern. The following notes have been compiled in order to fulfill this request.

The below items were discussed and a brief status is listed below it:

- Human Resource professional involvement

The City will be receiving assistance from Sandra Matz for the review meetings with Patrick Glynn and Department Heads. Sandra was previously the Human Resources Director for the City of Appleton for 24 years where she has gone through a compensation study. She brings a wealth of knowledge and experience to this project.

- Request for a Finance and Personnel Committee meeting with a representative on-site from Carlson-Dettmann available to answer questions and address concerns

Carlson-Dettmann representative, Patrick Glynn, will be at the meeting on July 25th to answer questions and address concerns of the Committee. A reminder email was sent out to all Council members on July 22nd to make sure they are aware of the meeting.

- Communication of the process and results to Common Council and all affected staff

Staff will continue to communicate as necessary throughout the next steps of the process. A report will be given at every Finance & Personnel Committee meeting until study is completed.

- Need for understanding related to data and formulas used to classify positions

A short presentation is prepared to be presented July 25th to clarify plan components.

FAP

- Explore if separate scales should be considered for different departments/areas

Update will be given during presentation July 25th to be discussed.

- Recognition of staff's seniority in the implementation plan

The Finance Director has prepared calculations to show the different costs for various implementation plans. These will be presented during the July 25th Finance and Personnel Committee for discussion.

- Possible verbal interviews by consultant with staff

Six Department Heads requested meetings with Carlson-Dettmann for review of various positions. These meetings will occur on July 25th. A report will be compiled for the August 8th Committee meeting to provide an update of the results of the review.

- Financial impact on the City's budget

No update at this time; additional information forthcoming based on requests and direction of Committee.

STAFF COMMENTS:

Staff will bring forward additional information at the August 8th Finance and Personnel meeting for discussion and possible action.

ACTION REQUESTED:

Staff requests the Committee file this report.

Finance Director