



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

May 11, 2026 at 6:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.

**This meeting may be viewed LIVE on:
Charter Spectrum Channel 990, AT&T U-Verse Channel 99
and: www.wscssheboygan.com/vod.**

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 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Finance and Personnel Committee Meeting held on April 13, 2026
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Report 57-25-26 by City Clerk submitting a Summons and Complaint in the matter of El Rancho LLC et al vs. City of Sheboygan et al.
7. Report 6-26-27 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Diane D. Hutzler et al.
8. Res. No. 4-26-27 by Alderpersons Mitchell and Perrella adopting the City of Sheboygan Social Media Policy.

- [9.](#) Res. No. 14-26-27 by Alderpersons Mitchell and Perrella authorizing the issuance and sale of up to \$2,971,943 Water Utility Revenue Bonds, Series 2026, and providing for other details and covenants with respect thereto, and approval of related financial assistance agreement.
- [10.](#) Res. No. 15-26-27 by Alderpersons Mitchell and Perrella adopting the City of Sheboygan Travel Expense Policy.

TENTATIVE DATE OF NEXT REGULAR MEETING

11. Next Tentative Meeting Date - TBD

ADJOURN MEETING

12. 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
REPORT 57-25-26**

BY CITY CLERK.

APRIL 20, 2026.

Submitting a Summons and Complaint in the matter of El Rancho LLC et al vs. City of Sheboygan et al.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

El Rancho LLC et al vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2026CV000253
Class Code: Petition for Writ of Certiorari

FILED
04-07-2026
Sheboygan County
Clerk of Circuit Court
2026CV000253
Honorable Rebecca L. Persick
Branch 4

Item 6.

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081

Process Server
Date: 4/8/26 Time: 2:11 am
Personal Substtute
Posted Corporate

Case number 2026CV000253 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 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: 313ae3

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

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

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

Sheboygan County Circuit Court
Date: April 8, 2026

FILED
04-07-2026
Sheboygan County

Item 6.

Clerk of Circuit Court
2026CV000253
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

El Rancho LLC, and
Juan Negrete
1725 N 8th Street
Sheboygan, Wisconsin 53081

Plaintiff-Petitioners

Case No:

vs.

Case Code: 30955

City of Sheboygan, and
City of Sheboygan Common Council
828 Center Ave.
Sheboygan, Wisconsin 53081

Defendant-Respondents.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

April 7th, 2026

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff-Petitioners
State Bar No: 1038554

FILED
04-07-2026
Sheboygan Cou
Clerk of Circuit Court
2026CV000253
Honorable Rebecca L.
Persick
Branch 4

Item 6.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

El Rancho LLC, and
Juan Negrete
1725 N 8th Street
Sheboygan, Wisconsin 53081

Plaintiff-Petitioners

Case No:

vs.

Case Code: 30955

City of Sheboygan, and
City of Sheboygan Common Council
828 Center Ave.
Sheboygan, Wisconsin 53081

Defendant-Respondents.

Petition for Writ of Certiorari

The plaintiff petitioners', El Rancho LLC and Juan Negrete, through their attorney Jason E. Dierkes, of Dierkes Law Office, LLC, allege as follows:

PARTIES

1. Plaintiff-Petitioner, El Rancho LLC is a Wisconsin limited liability company. Its agent and representative license applicant, Juan Negrete, is a Wisconsin resident and owner-member of the LLC, with a principal place of business at 1515 New Jersey Ave., Sheboygan, Wisconsin 53081.
2. Defendant, City of Sheboygan is a Wisconsin municipality and the Common Council is the governing municipal body with the authority of granting, or denying, Class B Liquor licenses within its jurisdiction.

JURISDICTION AND VENUE

Item 6.

3. This court has jurisdiction over the subject matter pursuant to Article VII §8 of the Wisconsin Constitution, and Wis.Stat. §125(12)(2)(d).

GENERAL ALLEGATIONS

5. My Place Bar & Grill located at 1515 New Jersey Ave., in Sheboygan, Wisconsin has operated and done business with a valid liquor license for an extended period of time, issued by the City of Sheboygan, and held by Alex Sosa.

6. In January 2026, Alex Sosa and Juan Negrete entered into an agreement for the purchase of the establishment, and together they submitted a liquor license transfer application to the City.

7. On February 9th, 2026 the liquor license transfer application went before the City of Sheboygan Licensing, Hearing, and Public Safety Committee, at which time there was inquiry regarding any relationship of the applicant Juan Negrete to a separate legal entity licensed by the City, at a different location, and owned by Elena Cortez. Upon further discussion, the City Attorney commented:

"I'll offer that when the police department, the clerk's department, and the city attorney's department, first assessed this application consistent with our policies and procedures, there was not a reason to recommend denial."

City of Sheboygan, Licensing, Hearing, and Public Safety Committee

2-9-2026 video beginning at 19 mins.

8. El Rancho LLC's Articles of Organization were filed in January of 2026, and Juan Negrete is the authorized agent and applicant for the liquor license transfer pursuant to Wis.Stat.125.04(5)(c).

9. Juan Negrete meets the statutory requirements set-forth in Wis.Stat.125.04(5)(a) - no criminal conviction, resident at least 90 days, etc.

10. Juan Negrete did not attend the February 9th, 2026 Licensing, Hearing, and Public Safety Committee hearing, and the hearing was adjourned to invite Juan Negrete to the next scheduled meeting.

11. On February 23rd, 2026, Juan Negrete attended the Licensing, Hearing, and Public Safety Committee hearing, where Juan Negrete was asked about any connection to another currently licensed bar in the City of Sheboygan named Mi Ranchito. Juan Negrete advised that the other bar is owned by his girlfriend, Elena Cortez, not him, and this application was completely in his name, etc.

12. Also at the February 23rd, 2026 Licensing, Hearing, and Public Safety Committee hearing the police department provided commentary about being concerned about past issues that have occurred at Mi Ranchito on Indiana Ave., whose liquor license is held by Elena Cortez. At this hearing the department did not believe the 1515 New Jersey Ave location was a fit despite the location having been a licensed bar location for decades.

13. In addition, at the February 23rd, 2026 hearing, the committee considered an incident that occurred over 1 year prior involving Juan Negrete where a municipal citation for disorderly conduct was issued and later dismissed by the City, in contradiction to the prohibition against discrimination on arrest or conviction record and set-forth in Wis.Stat.125.12(12)((b)(2).

Wis.Stat.111.321 et seq; City of Sheboygan, Licensing, Hearing, and Public Safety Committee 2-23-2026 video beginning at 9:45.

14. At the February 23rd, 2026 hearing the Licensing, Hearing, and Public Safety Committee voted to recommend the Common Council deny El Rancho - Juan Negrete's liquor license transfer application.

15. On March 6th, 2026 El Rancho - Juan Negrete's transfer application went before the Common Council, at which time the City Attorney was asked to speak first. The City Attorney advised the Council that the Licensing, Hearing, and Public Safety Committee recommended denial of the applicant, but that the applicant - Juan Negrete satisfies the minimum requirements under State and Local law for the license, and while the Council can consider other factors, those other factors can't be discriminatory.

Immediately after those comments by the City Attorney, the matter was voted to be returned to the Licensing, Hearing, and Public Safety Committee. *City of Sheboygan, Common Council Hearing, 3-6-2026 video beginning at 25:44*

16. On March 10th, 2026 the Law and License Committee took up El Rancho - Juan Negrete's liquor license transfer application again, and again discussed the incident that resulted in the Municipal Court Citation for disorderly conduct, but this time the committee voted to recommend Approval of the license transfer to the Common Council.

17. On March 16th, 2026, six days after the committee's recommended Approval, the issue went before the common council again. At his hearing, the police department made additional commentary regarding the application. After the March 10th, 2026 recommendation for approval, but before the Common Council hearing of March 16th, 2026, on March 14th or March 15th, 2026, officers stopped at 1515 New Jersey Ave., entered, and the police department commentary provided to the Council stated that an officer observed there were patrons eating food, and that the officer did not observe any alcohol out, but did observe mixers on the bar rail, and liquor in the establishment. It was further asked of the City Clerk to correct if wrong, but the speaker informed the Council that the location does not have a valid or active liquor license. Finally, it was observed that there were active gambling machines being used. This event, after the committee's recommendation of approval, but before the common council vote, was used as the basis to not follow the committee's recommendation of Approval six days earlier, and

instead deny the liquor license transfer application. *City of Sheboygan, Common Council Hearing, 3-16-2026 video beginning at 30:30*

18. It is undisputed that El Rancho has the proper permits, inspections, and license to operate and sell food at 1515 New Jersey Ave at the time of the incident of March 14th and 15th, 2026.

19. The City Clerk should have corrected the police department representative when asked to do so in the commentary, as 11515 New Jersey has a valid liquor license, Juan Negrete applied for a "Transfer" of liquor license from Alex Sosa.

"This application is a "Transfer of License." City of Sheboygan, Law & Licensee Committee 2-9-2026 video beginning at 17:00

20. The presence or use of the 'gambling machines' as a basis for denial is prohibited by 125.12(1)(c).

**FIRST CAUSE OF ACTION
(Writ of Certiorari)**

21. Paragraphs 1 through 20 are incorporated herein by reference as if fully set forth.

22. The applicant El Rancho and Juan Negrete meet the statutory requirements set-forth by statute for the qualifications for holding or issuance of a liquor license.

23. This Court's review is limited to: (1) whether the Council kept within its jurisdiction; (2) whether it acted according to law; (3) whether its action was arbitrary, oppressive, or unreasonable and represented its will and not its judgment; and (4) whether the evidence was such that it might reasonably make the order or determination in question.

24. The evidence in the record must be substantial.

25. The Common Council's consideration of any municipal citation issued for disorderly conduct, and dismissed, over 1 year ago is discriminatory to the applicant as defined by statute and prohibited, and as a result the Council did not act according to law.

26. The Common Council's consideration of the commentary provided at the hearing that an officer did not observe any alcohol out, but did observe mixers in the bar rail, is not evidence because commentary provided was hearsay and not provided by the observing officer, is not substantial, and as a result the Council did not act according to law. Item 6.
27. The Common Council's consideration of the provided commentary at the hearing that the location does not have a valid liquor license is an incorrect statement, as El Rancho - Juan Negerete's application was a Transfer Application. A transfer application by definition means someone has a license- to transfer. Which makes the comments at the hearing considered by the Council were factually incorrect. It is not evidence, is not substantial, and as a result the Council did not act according to law.
28. No liquor was being served, or sold, and the operation of selling food was lawful.
29. The Common Council's consideration of the commentary provided that an officer observed operation of gambling machines, and that is a violation of the law without a license, is discriminatory or prohibited for consideration by statute, and as a result the Council did not act according to law.
30. The Committee's and the Common Council's consideration of any issues involving a separate licensed liquor holder who is not the *applicant*, and the back and forth between committee and council to deny, approve, and then deny, demonstrates the Council exercised its decision making authority improperly by looking for reasons to deny, a pre-text, and imputing issues on the applicant that are not related to the applicant. It represented the Council's will, not its judgment, and therefore acted outside of its authority.
31. The alleged reasons provided by the denial, "lack of cooperation and noncompliance with law enforcement" was not supported by the evidence such that it might reasonably make the order or determination in question.

Wherefore, the plaintiff-petitioner demands:

- (a) For an Order that the City acted outside of the law and in a discriminatory manner when it considered the matters as set-forth herein;
- (b) For an Order that the City did not base any decision on admissible evidence in the record, and any evidence that was considered was not substantial to authorize denial;
- (c) For an Order remanding the application go back to the City to consider the Transfer Application according to the applicable law;
- (d) For such other and further relief as the court may deem just and proper.

April 7th, 2026

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiffs-Petitioners
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

Item 6.



March 18, 2026

El Rancho, LLC, DBA: El Rancho Bar and Grill
Attn: Juan Negrete
1725 N. 8th Street
Sheboygan WI 53081

VIA CERTIFIED MAIL

9589 0710 5270 2242 8477 16

Re: El Rancho, LLC, DBA: El Rancho Bar and Grill;
Premises: 1515 New Jersey Ave
License No. 3767

Dear Mr. Negrete,

Pursuant to Wisconsin Statute § 125.12(3m), we are informing you of the City of Sheboygan Common Council's decision to deny the "Class B" Liquor Alcohol Beverage License Application for El Rancho, LLC, DBA: El Rancho Bar and Grill.

On March 16, 2026, the City of Sheboygan Common Council denied the "Class B" Liquor Alcohol Beverage License Application submitted by El Rancho, LLC, DBA: El Rancho Bar and Grill due to lack of cooperation and noncompliance with law enforcement. Compliance with law enforcement regulations and cooperation with public safety officials are essential responsibilities of all license holders.

You may seek review and/or appeal of this decision pursuant to applicable state law, including Wisconsin Statute § 125.12, and any applicable provisions of the Sheboygan Municipal Code.

Sincerely,

Meredith DeBruin
City Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
920-459-3361

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE.
SUITE 103
SHEBOYGAN, WI 53081

920-459-3361
sheboyganwi.gov

MD/ns

cc: Sgt. Rebecca Rupnick
Attorney Liz Majerus
File - Licensing Clerk, Nichole Shilts

**CITY OF SHEBOYGAN
REPORT 6-26-27**

BY CITY CLERK.

MAY 11, 2026.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Diane D. Hutzler et al.

APR 27 2026

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

U.S. Bank National Association vs. Estate of Diane D. Hutzel et al

Electronic Filing Notice

Case No. 2026CV000270
Class Code: Foreclosure of Mortgage

FILED
04-14-2026
Sheboygan County
Clerk of Circuit Court
2026CV000270
Honorable George A
Limbeck
Branch 5

Item 7.

CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVE
SHEBOYGAN WI 53081

Case number 2026CV000270 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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Pro Se opt-in code: 0f8f2a

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

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

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

Sheboygan County Circuit Court
Date: April 15, 2026

Handwritten signature and date: 4/27/26 8:20am

FILED
04-14-2026

Item 7.

Sheboygan County
Clerk of Circuit Court
2026CV000270
Honorable George A
Limbeck
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association
2800 Tamarack Rd.
Owensboro, KY 42301

Plaintiff,

vs.

Case Number:
FORECLOSURE CASE CODE -
30404

SUMMONS

Estate of Diane D. Hutzell
c/o Charles Hutzell, Personal Representative
482 Amesbury Drive
Columbus, OH 43230

Unknown Tenants
2407 17th St S
Sheboygan, WI 53081

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

Defendants

THE STATE OF WISCONSIN

To each person or entity named above as a defendant:

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

Within twenty (20) days of receiving this summons, (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:

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

and to the plaintiff's attorney whose address is:

Randall S. Miller & Associates, LLC
342 N. Water St., Suite 613
Milwaukee WI 53202

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (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), the court may grant judgment against you for the award of money or other legal action requested in this 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 may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of April 2026.

Randall S. Miller & Associates, LLC
Attorneys for Plaintiff

Electronically Signed By:
/s/ Cord J. Harris

Cord J. Harris
State Bar No. 1096301

Randall S. Miller & Associates, LLC
342 N. Water St., Suite 613
Milwaukee, WI 53202
P: (414) 937-5992 F: (414) 921-5628
Email: wisconsin@rsmalaw.com
Our Case Number: 26WI00042-1

**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING
ADDRESSES:**

**Estate of Diane D. Hutzel
c/o Charles Hutzel, Personal Representative
482 Amesbury Drive
Columbus, OH 43230**

**Estate of Diane D. Hutzel
2407 17th St S
Sheboygan, WI 53081**

**City of Sheboygan Department of City Development
807 Center Ave
Sheboygan, WI, 53081**

THANK YOU

FILED
04-14-2026

Item 7.

Sheboygan County
Clerk of Circuit Court
2026CV000270
Honorable George A
Limbeck
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association
2800 Tamarack Rd.
Owensboro, KY 42301

Plaintiff

vs.

Case Number:

FORECLOSURE CASE CODE -
30404

COMPLAINT

Estate of Diane D. Hutzel
c/o Charles Hutzel, Personal Representative
482 Amesbury Drive
Columbus, OH 43230

Unknown Tenants
2407 17th Street S
Sheboygan, WI 53081

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

Defendants

COUNT 1 – FORECLOSURE OF MORTGAGE

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

NOW COMES the Plaintiff, U.S. BANK NATIONAL ASSOCIATION, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached 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 Defendant Mortgagor, Diane D. Hutzel, is deceased having passed away on January 22, 2025, as evidenced by Probate Case 2025IN000103 opened August 26, 2025. Charles Hutzel was appointed the Personal Representative of the Estate.
3. The mortgaged real estate is owned of record by Estate of Diane Klawa Hutzel and Joan Klawa Popp, as Tenants in Common. Joan Klawa Popp is deceased having passed away on December 26, 2022.

4. On or about December 12, 2016, the Mortgagors executed and delivered to U.S. Bank National Association, a Note in writing dated that date and thereby promised to pay the principal balance of \$25,000.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
5. That to secure the indebtedness, the Mortgagors duly executed a mortgage to U.S. Bank National Association, which mortgage was dated on December 12, 2016, and recorded in the Office of the Register of Deeds for Sheboygan County on January 3, 2017, as Document No. 2032882.
6. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN
SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE
RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS,
RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL
HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER
LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET
DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN
DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN
RECORDS**

Commonly known as: 2407 17th Street S, Sheboygan, WI 53081
TAX ID: 59281 426360

7. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are currently due, and the mortgage payments are due for March 11, 2025:

Principal Balance:	\$14,531.43
Interest Due:	\$ 1,284.93
Late Charges:	\$ 261.00
Escrow Advances:	\$ 14.19
Flat/Other Penalty Fee:	\$.01
Recoverable Balance:	<u>\$ 510.00</u>
TOTAL:	\$16,601.56

8. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 7.80000% per annum. The daily per diem is \$2.81.
9. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.
10. 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 initiated.
11. The mortgaged premises is a parcel of land with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
12. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of three (3) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. **Plaintiff waives any deficiency judgment.**
13. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

WHEREFORE, Plaintiff demands as follows:

1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of three (3) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
3. That the Judgment provides that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of the action;
5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;

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

COUNT II – DECLATORY JUDGMENT

NOW COMES the Plaintiff, U.S. BANK NATIONAL ASSOCIATION, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached 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. On or about December 12, 2016, the Mortgagors executed and delivered to U.S. Bank National Association, a Note in writing dated that date and thereby promised to pay the principal balance of \$25,000.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
3. That to secure the indebtedness, the Mortgagors duly executed a mortgage to U.S. Bank National Association, which mortgage was dated on December 12, 2016, and recorded in the Office of the Register of Deeds for Sheboygan County on January 3, 2017, as Document No. 2032882.
4. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN
SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE
RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS,
RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL
HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER
LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET
DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN
DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN
RECORDS**

Commonly known as: 2407 17th Street S, Sheboygan, WI 53081
TAX ID: 59281 426360

5. That on or about September 19, 2016, the Mortgagors duly executed a mortgage to City of Sheboygan Department of City Development, which mortgage was dated September 19, 2016, and recorded in the Office of Register of Deeds for Sheboygan County on September 29, 2016, as Document No. 2027956.
6. Upon information and belief, the prior mortgage was paid or resolved at the closing, or prior to the closing on Plaintiff's subject mortgage, but a satisfaction of mortgage was never recorded. This belief is founded upon the fact that such a mortgage would have been paid off at the closing on Plaintiff's mortgage (which is described in paragraph 3 above). In the alternative, it was the intention of this mortgage, to be subordinated to Plaintiff's first mortgage. In the second alternative, Defendant's mortgage is equitably subordinated to Plaintiff's mortgage.

WHEREFORE, Plaintiff demands as follows:

1. The Court enter a finding that the mortgage dated September 19, 2016, and recorded in the Office of Register of Deeds for Sheboygan County on September 29, 2016, as Document No. 2027956, entered between the Mortgagors and City of Sheboygan Department of City Development be void and held for naught and bound to the terms of a foreclosure judgment in favor of Plaintiff.
2. That plaintiff has such other and further relief as may be just and equitable.

Dated this 7th day of April 2026.

Randall S. Miller & Associates, LLC
Attorneys for Plaintiff

Electronically Signed By:

/s/ Cord J. Harris
Cord J. Harris
State Bar No. 1096301

Randall S. Miller & Associates, LLC
342 N. Water St., Suite 613
Milwaukee, WI 53202
P: (414) 937-5992 F: (414) 921-5628
Email: wisconsin@rsmalaw.com
Our Case Number: 26WI00042-1

DIANE D HUTZEL 2407 17TH ST S SHEBOYGAN, WI 53081-6105 Borrower's Name and Address <small>"You" or "your" means each borrower above, jointly and severally.</small>		U.S. Bank National Association Lender's Name <small>"We", "us", or "our" means the lender named above.</small>	
Account # _____ Date <u>12/12/2016</u> Line of Credit \$ <u>25,000.00</u>	Draw Period <u>10 years</u> Repayment Period <u>20 years</u>	Maturity Date <u>12/11/2046</u> Billing Cycle: <u>monthly</u> Payment Date <u>11th</u> of every <u>month</u>	

U.S. BANK HOME EQUITY LINE OF CREDIT AGREEMENT

GENERALLY: This is an agreement about your home equity line of credit (your "Account"). Many of the terms we use in this agreement have special meanings. The term "Loan Account Balance" means the sum of the unpaid principal of loans made under this plan plus unpaid but earned finance charges. "Transaction Account" means a deposit account you carry with U.S. Bank National Association "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

TAX DEDUCTIBILITY: We make home equity "HOME EQUITY LINE OF CREDIT" loans where the line of credit ceiling can be (when combined with other liens) up to 100% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- ◆ Write a check using one of the special checks you have for that purpose.
- ◆ Use the VISA® credit card we supply you to make purchases or receive cash loan advances.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

TRANSACTION LIMITATIONS: There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions.

U.S. Bank Overdraft Protection: This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking this Account with a designated U.S. Bank personal checking account ("Checking Account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an advance from this Account (an "Advance"). Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. We may cancel overdraft protection privileges under this Account, even if this Account remains open for other purposes.

FIXED RATE OPTION: At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance, not including any previously locked principal balance (a "Fixed Rate Option"), subject to the following conditions:

- ◆ The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the Draw Period and Repayment Period, whichever is less.
- ◆ The term cannot be less than 12 months.
- ◆ The minimum amount is \$2,000.
- ◆ You can have no more than three Fixed Rate Options in effect at any one time. The fee for each will be \$50.
- ◆ The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
- ◆ You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.

Rate. The fixed interest rate is published from time to time by U.S. Bank. Call us to find out what our current rates are for Fixed Rate Options.

Payment. You may have two choices of payment for Fixed Rate Options:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. This option is not available for all borrowers. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term or end of the Draw Period, whichever is sooner, and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the appropriate interest rate to the amount of the Fixed Rate Option for its term and producing equal monthly payments of principal and interest for the entire Fixed Rate Option term.

Minimum Payment. Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

Method. You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

HOW FINANCE CHARGES ARE COMPUTED: To calculate the actual daily balance, we take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges. Next, we add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, we apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

Item 7.

INITIAL RATE: The initial daily periodic rate of **FINANCE CHARGE** is 0.0041 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 1.5000 %. The annual percentage rate includes interest and not other costs.

Disclosures: The disclosures of initial daily periodic rate of **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 12/12/2016.

The **INITIAL RATE** above will remain fixed until 06/12/2017. Beginning on that day, the daily rate and the corresponding annual percentage rate will be the sum of the index and margin, and can change as provided below in the paragraph titled **VARIABLE RATE**. After that day the rates will be subject to further adjustments and limitations, and produce the effects described below.

This initial rate represents a discount from the rate that will apply. If this discount were not in effect, then the daily periodic rate of **FINANCE CHARGE** would have been 0.01041 %, which would correspond to an **ANNUAL PERCENTAGE RATE** of 3.8000 %.

VARIABLE RATE: The annual percentage rate applicable to your home equity line of credit is variable and may increase or decrease based on changes in the highest prime rate as published in the Wall Street Journal for corporate loans at large U.S. money center commercial banks (the "Base Rate"). The annual percentage rate is calculated by using the Base Rate set off by a variable (a "Margin") that is added to or subtracted from the Base Rate to arrive at your annual percentage rate.

The Margin for your home equity line of credit will be 0.3% ABOVE the Base Rate. If the Base Rate increases (after any fixed initial rate period if applicable), the annual percentage rate will increase effective on the day the Base Rate changes. An increase in the Base Rate and an increase in the rate caused by the loss of a preferential rate (such as that made to a customer who has a qualifying U.S. Bank Checking Package, as described in this agreement, that reduces the Margin) will result in an increase in the finance charge and may have the effect of increasing your minimum monthly payment amount (depending on the payment option you chose and the amount of the increase). A decrease in the Base Rate will have the opposite effect on your required minimum monthly payment. The annual percentage rate will not increase more often than once a day.

The annual percentage rate referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described in the **INITIAL RATE** section. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18% or the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 2.5500 %.

TERMS: If checked, the terms provided in this agreement reflect a higher rate of interest or finance charges than the lowest available for this loan product. The higher rates and/or charges are due to information contained in your consumer credit report we obtained from the credit bureau listed below. You may obtain a free copy of this report by contacting the bureau directly.

payment date during the Draw Period, you agree to make a Minimum Payment, which will be the option selected below, unless the interest accrued on the last day of the billing cycle is greater than your designated Minimum Payment, then you will be billed (or have automatically withdrawn) the larger amount. All payments due under this note will have the same due date. The Minimum Payment is:

- (a) the accrued finance charges on the last day of the billing cycle. This option is not available for all borrowers.
- (b) 1% of your Account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greater.
- (c) 2% of your Account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greater.

PRINCIPAL REDUCTION: Under option (a) above, during the Draw Period the Minimum Payment on the revolving portion of the loan will not reduce the principal outstanding on your line. Under both options (b) and (c), during the Draw Period the Minimum Payment may not fully repay the principal that is outstanding on your line.

HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD: In addition to the payment due under your Fixed Rate Option, if any, on or before each payment date during the repayment period, you agree to make a Minimum Payment to reduce your debt. The Minimum Payment amount is the greater of \$50.00, or the amount of the accrued finance charges plus 0.41667% of the principal loan balance on the last day of the Draw Period.

ADDITIONAL REPAYMENT TERMS: If your Loan Account Balance on a payment date is less than the Minimum Payment amount, you must pay only the Loan Account Balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic Minimum Payment.

The amounts you pay will be applied first to any finance charges that are due, then to escrow, then to principal, and finally to any other charges that you owe. The escrow funds shall be held in an account with U.S. Bank or any other federally insured depository institution. If the Minimum Payment amount is not met, the payment will be applied equally to any principal owed on the locked Loan(s) created under the FIXED RATE OPTION and to the Line of Credit.

FINAL PAYMENT: At the end of the Repayment Period listed in this agreement, you must pay the amount of any remaining Loan Account Balance outstanding. The Minimum Payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

2407 17TH ST S
SHEBOYGAN, WI 53081

Collateral securing other loans you may have with us may also secure this loan.

Property insurance is required. You are not required to purchase property insurance from us or any of our affiliated insurance agencies; insurance may be purchased from any agent of your choosing that is reasonably acceptable to us, and your choice of insurance provider will not affect our credit decision or any credit terms in any way.

CHARGES OTHER THAN YOUR PERIODIC FINANCE CHARGE ("OTHER CHARGES"): You agree to pay the following additional charges.

- Annual Fee: A non-refundable annual fee of \$50.00. We waive the annual fee for the first year of a plan and we charge the fee to the Account on the first anniversary of the plan and each year thereafter. The annual fee will not be assessed during the Repayment Period.
Early Closure Fee: An early closure fee of 1% of the credit limit (with a maximum of \$500) will be assessed if you prepay in full and close this Line of Credit within 3 years from today's date.
Cash Advance Fee: 2% of each cash advance using a VISA Gold Card issued on this Account. The minimum fee for each advance is \$1.50. The maximum is \$10.00.
Late Charge: If any payment is not made within 5 days after its due date, you agree to pay a late payment fee of \$29.00.
Stop Payment: If you issue a stop payment order on any check written against the Account, you will pay us a fee of \$25.00.
Returned Payment: If you pay us with a check or an ACH payment which is returned to us unpaid by the payor, you agree to pay us a returned check fee of \$25.00.
Overline Fee: If you borrow an amount against the Account in excess of your Line of Credit, you agree to pay us an overline fee of \$25.00. This fee will apply each day we pay an Advance and you are over your credit line at the end of that day.
Returned Advance Request: If we return any checks that would, if paid, cause you to exceed your Line of Credit, you agree to pay us a returned advance request fee of \$25.00 per check.

AUTOMATIC WITHDRAWAL: You authorize us to automatically withdraw your payment from your Transaction Account on each payment date. If your Loan Account Balance is less than the Minimum Payment amount, we will withdraw only the amount necessary to reduce your Loan Account Balance to zero. If you choose automatic withdrawals, and there is not enough money in your Transaction Account to cover the Minimum Payment, the automatic withdrawals may end. They may also end if the account is closed, or if you cancel the automatic payments.

You [X] do [] do not want Automatic Withdrawal.

Account number for automatic payment:

6800521

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Signature]

DIANE D HUTZEL Date

Date

PREFERRED RATE FOR U.S. BANK CHECKING ACCOUNTS AND CHECKING PACKAGES:

A preferred interest rate is available for having one of the following account relationships:

- a consumer U.S. Bank Checking account
a consumer U.S. Bank Silver, Gold, or Platinum Checking Package

RATE INCREASE FOR CLOSING OR CHANGING A U.S. BANK CHECKING ACCOUNT OR CHECKING PACKAGE:

The preferred interest rate on this account will change as described below if any of the following situations occur during the life of the loan:

- If your consumer U.S. Bank Checking account closes, your interest rate will increase by 0.25%.
If your qualifying consumer Checking Package relationship closes, your interest rate will increase by 0.50%.
If your qualifying consumer Checking Package relationship changes to a Checking account relationship, your interest rate will increase by 0.25%.

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Signature]

DIANE D HUTZEL Date

Date

By signing above you acknowledge that you have read, understand and accept the terms of preferred rate pricing and any rate increases imposed if your U.S. Bank Checking Package and/or Checking account closes or changes.

ASSUMPTION: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

GENERAL FEES:

Table with 2 columns: Fee Name and Amount. Rows include Points, Origination Fee, Appraisal, Official Fees, Title Insurance, Title Search, Flood Zone Search, Broker Fee, Document Preparation Fee, Title Service Fee, and several blank rows.

THE FOLLOWING SECTIONS APPLY IF THE LINE OF CREDIT AMOUNT IS \$25,000 OR LESS.

DEFAULT: You will be in default on this agreement if any of the following occurs:

- (1) You fail to make a full payment when due on two or more occasions within any 12 month period;
(2) Your action or inaction adversely affects the collateral or our rights in the collateral.
(3) You become an Executive Officer of ours or a related company.

DEFAULT CHARGES: If you default, you agree to pay our statutory costs and attorneys' fees as specifically authorized by Wis. Stat. § 422.413 which we incur in the disposition of the property, and any other such charges we incur as specifically authorized by Wis. Stat. Chs. 421 to 427. This provision also shall apply if you file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against you by another.

RIGHT TO CURE: Our right to exercise our remedies, as provided below, are subject to your limited rights to cure a default and to receive notice of such rights. We will provide the notice when required, which will explain your rights.

THE FOLLOWING SECTIONS APPLY IF THE LINE OF CREDIT AMOUNT IS OVER \$25,000:

DEFAULT: You will be in default on this agreement if any of the following occurs:

- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity line of credit;
- (2) You fail to make a full payment when due on two or more occasions within any 12 month period;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral.
- (4) You become an Executive Officer of ours or a related company.

DEFAULT CHARGES: You also agree to pay all our costs of collection, including our reasonable attorneys' fees if we hire an attorney to collect this note who is not our salaried employee, in the event of your default.

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ◆ If this is a variable rate plan, we may change the index and Margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new Margin, will produce a similar interest rate.
- ◆ We may make changes that you have agreed to in writing.
- ◆ We may make changes that unequivocally benefit you.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

COLLATERAL PROTECTION INSURANCE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in the collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CASH ADVANCES: Cash advances may be obtained with your VISA® from an automated teller machine (ATM) that bears a U.S. Bank, PLUS® System, Interlink® or VISA® logo. ATM transactions for your card are limited to \$1,000.00 per day. Cash advances are also limited by your credit limit. Each ATM has a minimum withdrawal amount. Cash advances from a teller must be at least \$50.00. See the "EXPANDED ACCOUNT ACCESS" section about other cash advances.

LIMITS ON LIABILITY FOR VISA® CARD: Unless you have been grossly negligent or engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card.

REMEDIES: The exercise of our remedies is subject to (a) any cure, reinstatement and redemption rights you may have; and (b) any notice of such rights to which you are entitled, as provided by state law. We will provide these rights, and notice of them, as required.

We may terminate your Account, require you to pay the entire outstanding balance in one payment and charge you fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance.

In the event that we terminate your Account, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.)

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT:

temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity Line of Credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
- (7) A regulatory agency has notified us that continued Advances would constitute an unsafe business practice;
- (8) Your home equity line of credit is in second lien position and you are currently past due on your primary mortgage (mortgage that is in first lien position); or
- (9) After a payment has been made, we reserve the right to withhold available Advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for Advances during this time.

In the event that we suspend your right to additional Advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

JOINT ACCOUNTS: If this is a joint Account, each of you will be jointly and severally liable for all amounts due on the Account. Upon request by either party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to the other party, follow the instructions of either party, honor any check, refuse to pay any check, or refuse any other request with respect to the Account.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- ◆ Your name and Account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Item 7.

Your Rights and Our Responsibilities
After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

EXPANDED ACCOUNT ACCESS

This is to advise you that, with U.S. Bank National Association and its affiliates:

- Any card or PIN issued to or selected by you under this agreement will access multiple checking, savings, Line of Credit and credit card account(s) in your name at U.S. Bank or any of its affiliates; and

Your Account under this agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by U.S. Bank or any of its affiliates.

"Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for multiple account access. The fees and terms disclosed for each account apply. You understand that at U.S. Bank ATMs this multiple account access may be available for up to five checking, five savings, and five Line of Credit or credit card accounts. At other ATMs and with other methods of access, other limitations may apply.

You can, if you wish, change this access and restrict the accounts that may be accessed by your card code or pin number.

CONSUMER REPORT DISPUTES

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 844.624.8230 or by writing to U.S. Bank Attn: CRA Management, P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

This agreement is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this agreement may, on behalf of the maker of this agreement, create a microfilm or optical disk or other electronic image of this agreement that is an authoritative copy as defined in such law. The holder of this agreement may store the authoritative copy of this agreement in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES: By signing below, you understand we are a national banking association located in Ohio and the interest rate and related charges are pursuant to the law of Ohio and federal law. The law of the state where you are located and of the state where the property is located may apply to other issues. In addition, you agree to the terms on all pages of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

Diane Hutzel

DIANE D HUTZEL _____ Date

_____ Date

FOR WISCONSIN RESIDENTS ONLY

Marital purpose. If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

Management and Control. If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

_____ Date

_____ Date

U.S. Bank
Customer Confidential

EXHIBIT B

Item 7.

Prepared By: Southwest Financial Services, Ltd. 537 E Pete Rose Way, STE 300 Cincinnati, OH 45202 Jeff Berkley

2032882 SHEBOYGAN COUNTY, WI RECORDED ON 01/03/2017 11:17 AM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 EXEMPTION # Cashier ID: 9 PAGES: 7

Return To (name and address): Indecomm Global Services 1260 Energy Lane Saint Paul, MN 55108

Parcel Number: PARCEL: 59281 426360

MORTGAGE

(With Future Advance Clause)

- Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin Space Above This Line For Recording Data

- 1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 12/12/2016. The parties and their addresses are as follows:

MORTGAGOR: DIANE KLAWA HUTZEL, UNMARRIED AND JOAN KLAWA POPP, UNMARRIED

LENDER: U.S. Bank National Association, a national banking association organized under the laws of the United States 425 Walnut Street Cincinnati, OH 45202

- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: See attached Exhibit "A"

The property is located in SHEBOYGAN COUNTY at 2407 17TH ST S, SHEBOYGAN Wisconsin 53081

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 25,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
 Borrower(s): DIANE HUTZEL
 Principal/Maximum Line Amount: 25,000.00
 Maturity Date: 12/11/2046
 Note Date: 12/12/2016
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Mortgagor's principal dwelling that is created by this Security Instrument.

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.
- Payments.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.
- Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- Property Condition, Alterations and Inspection.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- Authority to Perform.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

(page 2 of 6)

If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.

Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.

Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the secured debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Mortgagor.

8. **DEFAULT.** Mortgagor will be in default if any of the following occur:
Payments. Any Consumer Borrower on the Secured Debt fails to make a payment when due on 2 occasions within any 12-month period.

Property. Any Consumer Borrower or Mortgagor on the Secured Debt fails to observe any other covenant and this failure materially impairs the Property's condition or value or materially impairs the Lender's right in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.
Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

(page 3 of 6)

9. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
10. **ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
11. **ATTORNEYS' FEES.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all statutory attorneys' fees and statutory default charges incurred in the disposition of the Property and other charges specifically authorized by either the Wisconsin Consumer Act under Wis. Stat. Chs. 421 to 427, when applicable, or by Wis. Stat., ch. 428, applicable to certain first lien mortgages or equivalent security interests. If neither of these statutes applies, Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
12. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
13. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
14. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:
- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
16. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

(page 4 of 6)

- 17. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 18. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 19. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
- 20. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
- 21. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.
- 22. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- 23. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
- 24. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
 [Check all applicable boxes]
 Assignment of Leases and Rents Other _____
- 25. **ADDITIONAL TERMS.**

FOR WISCONSIN RESIDENTS ONLY:

The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriages or families.

Diane Hutzel 12-12-16 [Seal]
(Signature) DIANE KLAWA HUTZEL (Date)

Joan K. Popp 12-12-16 [Seal]
(Signature) JOAN KLAWA POPP (Date)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Diane Hutzel [Seal]
(Signature) DIANE KLAWA HUTZEL

Joan K. Popp 12-12-16 [Seal]
(Signature) JOAN KLAWA POPP

Loan Originator Organization ID: 402761

Originator ID: 000000690478

Loan Originator Organization:
U.S. Bank National Association

Originator Name: VASUDEVAN KRISHNAN

ACKNOWLEDGMENT:

STATE OF Wisconsin, COUNTY OF Sheboygan } ss.
(Individual) This instrument was acknowledged before me this 12-12-2016 day of December 2016
by DIANE KLAWA HUTZEL, UNMARRIED AND JOAN KLAWA POPP, UNMARRIED

My commission expires: 5-24-2020
(Seal)

Clark Konrad
(Notary Public)
Clark Konrad

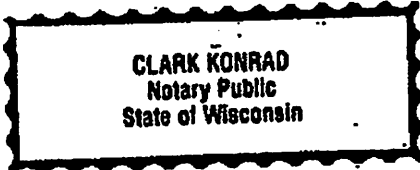


EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

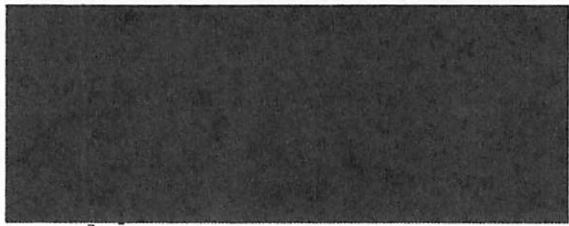
Account # [REDACTED]
Order Date : 10/12/2016
Reference : [REDACTED]
Name : **DIANE HUTZEL**
Deed Ref [REDACTED]

Index #:
Registered Land:
Parcel #: 59281 426360

**THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN:
LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.**

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN RECORDS.



CITY OF SHEBOYGAN
RESOLUTION 4-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 11, 2026.

A RESOLUTION adopting the City of Sheboygan Social Media Policy.

RESOLVED: That the Common Council hereby adopts the City of Sheboygan Social Media Policy, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

1. **PURPOSE.** The City of Sheboygan recognizes that social media can be a useful platform for community engagement, communication, and information sharing. This policy is intended to provide guidance and regulation to City staff and Public Officials who use social media on behalf of the City, and to the public who engages with the City through social media. This policy governs the use, administration, management, monitoring, and retention of Social Media and Social Media Content, consistent with state, federal, and local laws, regulations and in line with City goals.

The guidelines and restrictions within this Policy should not be construed in a manner that unlawfully interferes with any applicable employee rights provided under state or federal law, or individual constitutional rights under state or federal law.

- 2: **SCOPE.** This policy applies to:
- A. All City Officers and Authorized Users of Municipal Social Media Accounts.
 - B. All Municipal Social Media Accounts created or used on behalf of the City.
 - C. External Users who engage with Municipal Social Media Accounts.
 - D. Employee’s Personal Usage of social media on Municipal Social Media Accounts or social media use that is otherwise unprotected by state or federal law.
3. **DEFINITIONS.** Terms used but not defined by this policy should be construed with ordinary use and meaning. The defined terms used within this policy are:
- A. **Authorized User(s):** The City employee(s) given the authority and authorization to manage Municipal Social Media Accounts. All City Officers are also Authorized Users.
 - B. **Candidate Sites:** a website, social media account, or other electronic public content that promotes an individual that is currently running for a political office or position.
 - C. **Corporate Commercial Site(s):** a commercial entity’s official online presence which acts either as a digital storefront, advertisement, or mechanism for customer engagement and business growth.
 - D. **External Users:** Individuals or commercial entities who engage with Municipal Social Media Accounts that are not City Officers or Authorized Users.
 - E. **Limited Public Forum:** A Municipal Social Media Account or specific post or publication within or onto a Municipal Social Media Account that is restricted to specific or particularized subject matter or content.
 - F. **Link or Linking:** the act of associating or connecting two or more social media accounts. This may include but is not limited to “liking”, “sharing”, “retweeting”, “@mentions,” or directly posting or including a secondary source to a social media site or account.
 - G. **Malware:** Software that is capable of or used to damage, disable, or otherwise infiltrate electronic systems or communication devices.
 - H. **Municipal Social Media Accounts:** Any social media accounts that have been authorized, curated, and used by a City Officer or Authorized User for the purpose of engagement, communication, and information sharing with the community on behalf of the City and the Mead Public Library.



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

- I. **Personal Identification Information:** Those identifiers referred to within Wis. Stat. § 43.201(1)(a) and (b). This does not include information shared about the specific user that publishes content to a Municipal Social Media Account. For example, this definition excludes information shared by an external user who posts their own address to a Municipal Social Media Account related to a complaint, comment, or concern.
- J. **Personal Use/Usage:** Use of social media that is strictly used for individual or personal use unrelated official City initiatives or business.
- K. **Publish:** includes creating, sharing, posting, reposting, or otherwise the dissemination of information or content on a social media platform or account.
- L. **City Content:** Any messages, materials, documents, media, information, or similar uses of social media that is published or otherwise made public and relates to an official function, position, or policy of the City, Authorized User, or City Officer.
- M. **City Officers:** Elected or appointed public officials capable of making and enforcing City policy.

4. OWNERSHIP OF MUNICIPAL SOCIAL MEDIA ACCOUNTS.

- A. All Municipal Social Media Accounts, regardless of the employee or official who creates or otherwise manages the account in whole or in part, are owned by and belong solely to the City. The City does not own, manage, or regulate content on social media accounts or profiles created by employees exclusively for an employee's own personal use.
- B. All Municipal Social Media Accounts must be approved pursuant to this policy. The City Officer or Authorized User in charge of managing the account is the custodian of the records created through the use of the Municipal Social Media Account and is responsible for maintaining those records and producing those records pursuant to a lawful records request. The City may assist in record retention or production for any Municipal Social Media Accounts made and operated in compliance with this policy.

5. GENERAL PRACTICES AND PROCEDURES FOR MUNICIPAL SOCIAL MEDIA ACCOUNTS.

- A. All Municipal Social Media Accounts shall be operated in accordance with applicable state, federal, and local laws, regulations, and policies, including all information technology security policies, public record laws, and applicable record retention laws.
- B. Authorized Users shall not combine Personal Usage of social media with Municipal Social Media Accounts. Combining Personal Usage of social media with Municipal Social Media Accounts may result in liability, employment issues, and other consequences both to the individual employee and the City.
- C. Categories of Municipal Social Media Accounts.
 - i. Nonpublic forum: Municipal Social Media Accounts used to inform the public without engaging in two-way communication shall have comments and other external user actions deactivated. Such accounts shall post in a conspicuous location, the following statement, "This account is used for informational purposes. For those who wish to express views with the City, please contact your elected representative (link to alder page)."
 - ii. Public forum: Municipal Social Media Accounts used to engage with the public shall post in a conspicuous location, the following statement, "The City of Sheboygan (Mead Public Library) does



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

not endorse and is not responsible for content placed by others that may be offensive, hurtful, in poor taste, or disagreeable. The City reserves the right to hide content placed by others that includes:

1. Spam, advertising, or links that promote a business, service, or product;
2. Content that promotes, directs, or perpetuates illegal activity including but not limited to threats of violence and unlawful activity.
3. Content that is defamatory, according to law;
4. Content containing obscenity that is not protected by law. “Obscenity” refers to sexually explicit content having no reasonable value in arts, literature, etc., as distinguished from language that is offensive, vulgar, distasteful, etc. An example of material considered “obscene” is child pornography.
5. Direct threats;
6. Malware, viruses, security threats to the City network, or flooding;
7. Infringements of copyrights or trademarks.

This is not an exhaustive list. Content moderation will be addressed on a case-by-case basis in conformity with the law.”

D. Creating a Municipal Social Media Account:

- i. Any new Citywide Municipal Social Media Account must be approved by the City Administrator or designee. Any new Municipal Social Media Account specific to a department must be approved by the Department Head or designee. Such approval shall be in writing and shall identify the account’s scope/purpose, its Authorized Users, and whether the account will operate as a nonpublic forum or public forum. Each account shall have at least two Authorized Users.
- ii. Any new Municipal Social Media Account shall have at least two Authorized Users with access to manage content on the account. This does not include department heads or those otherwise designated by the City Administrator to manage or maintain City communications or social media.
- iii. Any Municipal Social Media Account or Authorized User must comply with the provisions of this policy. Each Authorized User must review this policy and sign off on this policy on a yearly basis.

E. Form and Format of Municipal Social Media Page.

All Municipal Social Media Accounts are required to:

- ii. Identify that the Account is an official City/department Account. If the Municipal Social Media Account is managed as the official page for a City Officer, the account or page must identify that it is the official page of that City Officer.
- iii. Prominently display in a conspicuous place a hyperlink to the City website and a separate hyperlink to this policy on the City website.
- iv. Clearly state that the Account is maintained by the City and that its use and content is governed by this Social Media Policy.

F. Linking Municipal Social Media Accounts



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

- i. Municipal Social Media Accounts and Authorized Users shall not ‘friend’, ‘like’, ‘follow’, or otherwise connect with:
 - 1. Candidate Sites or pages advocating a position on a City or other political ballot issue. During election, re-election, or a political campaign where a sitting City Officer’s page acts as a Candidate Site, the other Municipal Social Media Accounts should not promote one candidate or ballot issue above other candidates or ballot issues.
 - 2. Corporate Commercial Websites that promote companies or subsidiaries whose business is derived from the sale or manufacture of tobacco products, alcoholic beverages, or sexual/adult-oriented products.
 - 3. Religious or political organizations.
 - 4. Individual Personal Social Media Accounts.

- ii. Municipal Social Media Accounts may “‘friend’, ‘like’, ‘follow’,” or otherwise connect with:
 - 1. Other Municipal Social Media Accounts.
 - 2. Corporate Commercial Websites not prohibited by 5(C)i.2).
 - 3. Entities that have been identified by the Municipality as having programs or offerings which compliment a City or department program and which are not operated for commercial purposes.

G. Terminating a Municipal Social Media Account.

- i. Prior to terminating any City Social Media Account, the Authorized Users and/or City Officer must notify the City Administrator, for citywide accounts, or their department head, or designees of their intent to terminate the account.

- ii. Prior to termination of a Municipal Social Media Account, any records created or otherwise existing as part of the Municipal Social Media Account must be memorialized in conformity with Wisconsin Public Records laws.

6. SPECIAL CONSIDERATIONS FOR MUNICIPAL OFFICER USE OF SOCIAL MEDIA.

- A. Municipal Officers hold unique positions in the operation of the City government. By virtue of their position and authority, Municipal Officers have the potential to generate records anytime the Municipal Officer creates content or otherwise posts or publishes content related to a City function or related to the authority of the Municipal Officer. Municipal Officers are strongly encouraged to use proper discretion and compliance with this policy and all related policies involving community engagement.

- B. Municipal Officers are the record custodians for their content posted and shall adhere to all local, state, and federal laws.

- C. Municipal Officers may make political statements or statements related to ballot issues on their own Municipal Social Media Account managed by that Municipal Officer, but should be aware that those statements and records may generate interest and issues for the municipality, including but not limited to substantial records requests, lawsuits, damages, etc.

- D. Municipal Officers may not post or publish political or ballot content to any other Municipal Social Media Account.



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

- E. Municipal Officers should refrain from posting or publishing content on other Municipal Officer Social Media Accounts.

7. GENERAL REQUIREMENTS ON AUTHORIZED USERS.

All Authorized Users of Municipal Social Media Accounts shall:

- A. Provide account information, including username, password, and any other access credentials to the City Administrator (for Citywide accounts) or to their department head, or their designees.
- B. Provide full and updated records of active Authorized Users having access to and authority to regulate content on the Municipal Social Media Account(s).
- C. Ensure that any content published, posted, or hyperlinked-to in any capacity by an Authorized User to a Municipal Social Media Account is related to and in furtherance of the City's missions, services, goals, or objectives of the City.
- D. Maintain the Municipal Social Media Account in conformity with this policy.
- E. Monitor Municipal Social Media Accounts on a regular basis during the Authorized User's normal working hours excluding City Holidays.
- F. Notify the IT Director immediately of any security threats, risks, or unauthorized uses of their Municipal Social Media Account.
- G. Maintain and produce records in compliance with Wisconsin Public Records law.
- H. Provide a signed and dated copy of this policy acknowledging they have read and are aware of this policy and their obligations as an Authorized User.
- I. If the Authorized User or City Officer terminates, is removed from, or is no longer employed/representative of the City, said user shall immediately cease all involvement and/or use of Municipal Social Media Accounts. Failure to cease activity or surrender control of a Municipal Social Media Account upon expiration of the City Officer or Authorized User's position will result in penalties or other legal recourse.
- J. Upon change or termination of an Authorized User or Municipal Official, the Department Head/ City Administrator or designee shall change any password for a Municipal Social Media Account to assure account security.
- K. Authorized Users shall not use their position or Municipal Social Media Account for personal gain.

8. CONTENT MODERATION BY AUTHORIZED USERS.

- A. Regulations on Content published on Municipal Social Media Pages by an Authorized User:
 - i. All content that is published, posted, or hyperlinked-to in any capacity by an Authorized User to a Municipal Social Media Account must be related to a mission, service, goal, or objective of the municipality, department, officer, board, commission, committee, or authority of the municipality.
 - ii. Except for Municipal Social Media Accounts administered by public safety or public health departments, Municipal Social Media Accounts should refrain from posting any original content related to public safety or public health without approval from the City Administrator. Reposting or



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

republishing previously approved content related to public safety or public health that has already been posted or published on other Municipal Social Media Accounts is acceptable.

- iii. Authorized Users of Municipal Social Media Accounts shall not publish prohibited content, including but not limited to:
 - 1. Content that violates a person’s rights under federal, state, or local laws such as personally identifiable information and personal financial information;
 - 2. Content that is abusive, discriminatory, inflammatory, or sexually explicit;
 - 3. Information that could compromise an ongoing investigation or the safety and security of City operations, its employees, or members of the public;
 - 4. Content posted for personal use;
 - 5. Content that is not properly authorized by this policy or a supervisor.
- i. Denying an External User access to a Municipal Social Media Account
 - 1. Authorized Users may hide or remove individual posts that violate this Policy.
 - 2. The City reserves the right to ban/block an External User’s access to Municipal Social Media Accounts for repeated violations of this Policy.
 - 3. Prior to banning or blocking an External User, the Authorized User shall obtain City Administrator authorization. A ban/block may be permanent or temporary, full or partial. Any External User that is denied access to a Municipal Social Media Account may appeal the ban to Licensing, Hearing, and Public Safety Committee by submitting an appeal in writing to the City Clerk’s Office within thirty (30) days of the ban.

9. CONTENT POSTED BY EXTERNAL USERS. The City is not responsible for content published or posted by External Users onto Municipal Social Media Accounts. To the extent allowed by law, the City will attempt to moderate illegal or unprotected content such as that identified in section 5.C.ii. External Users of Municipal Social Media Accounts are prohibited from publishing content on a Municipal Social Media Account that is in violation of this policy such as that identified in section 5.C.ii. Content published by External Users may be subject to disclosure or retention subject to Wisconsin Public Records and Record Retention laws or discovery obligations. Any content published on a Municipal Social Media Account becomes public information, subject to the terms of this policy, and the External User should have no expectation of privacy or confidentiality with respect to the published content.

10. EMPLOYEE PERSONAL USE OF SOCIAL MEDIA.

- A. This policy is not intended to limit or restrict Employees to speak as private citizens on matters related to a public concern provided that the post or content does not create a security risk or disruption to the City.
- B. Employee Personal Use of Social Media may not be protected when it creates security or safety risks, becomes amplified to the extent it creates disruption to official municipal business, or relates to private concerns or matters.
- C. Employees may be held responsible for their personal social media use to the extent allowed by law.



CITY OF SHEBOYGAN SOCIAL MEDIA POLICY

11. LEGAL REQUIREMENTS.

- A. Content published on Municipal Social Media Accounts is subject to Wisconsin Public Records Law.
- B. Authorized Users are responsible for maintaining records of the Municipal Social Media Account(s) that they manage and responding to lawful records requests.
- C. City Officers understand that discussions with other City Officers on social media may be subject to records requests AND may constitute a meeting pursuant to Wis. Stat. § 19.82. As such, City Officers are discouraged from communicating with other City Officers through social media.
- D. City Officers understand that even a private social media account may transition to a Municipal Social Media Account if the City Officer engages in official actions, duties, or authority conferred to the Officer by virtue of their position.

**CITY OF SHEBOYGAN
RESOLUTION 14-26-27**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 11, 2026.

A RESOLUTION authorizing the issuance and sale of up to \$2,971,943 water utility revenue bonds, series 2026, and providing for other details and covenants with respect thereto, and approval of related financial assistance agreement.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on April 3, 2013 (the "2013 Resolution") which 2013 Resolution supplemented a resolution adopted by the Governing Body on August 15, 2005 (the "General Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on April 20, 2015 (the "2015 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on February 5, 2018 (the "2018 Resolution") which 2018 Resolution supplemented the General Resolution, the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 (the "2018 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on May 16, 2022 (the "2022 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2022, dated June 22, 2022 (the "2022 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2013 Bonds, the 2015 Bonds, the 2018 Bonds and the 2022 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the General Resolution, the 2013 Resolution, the 2015 Resolution, the 2018 Resolution and the 2022 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-12 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2024-0938 and dated February 19, 2025 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water utility revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,971,943 Water Utility Revenue Bonds, Series 2026, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Water Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the System pursuant to Section 9, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2013 Bonds, the 2015 Bonds, the 2018 Bonds and the 2022 Bonds, collectively;

(p) "Prior Resolutions" means the General Resolution, the 2013 Resolution, the 2015 Resolution, the 2018 Resolution and the 2022 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2013 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

(u) "2013 Resolution" means a resolution adopted by the Governing Body on April 3, 2013 authorizing the issuance of the 2013 Bonds;

(v) "2015 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2015, dated May 13, 2015;

(w) "2015 Resolution" means a resolution adopted by the Governing Body on April 20, 2015 authorizing the issuance of the 2015 Bonds;

(x) "2018 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2018, dated March 1, 2018;

(y) "2018 Resolution" means a resolution adopted by the Governing Body on February 5, 2018 authorizing the issuance of the 2018 Bonds;

(z) "2022 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2022, dated June 22, 2022; and

(aa) "2022 Resolution" means a resolution adopted by the Governing Body on May 16, 2022 authorizing the issuance of the 2022 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,971,943; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2026" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final

maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created or continued by the Prior Resolutions are hereby further continued and shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Water Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and "Reserve Account". The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account shall be used only for the purpose of paying the principal of or interest on the 2013 Bonds, the 2018 Bonds and any future Parity Bonds secured thereby at any time when there shall be insufficient money in the Interest and Principal Account. The 2015 Bonds, the 2022 Bonds and the Bonds are not secured by the Reserve Account and amounts on the deposit in the Reserve Account shall under no circumstances be used to pay principal or interest on the 2015 Bonds, the 2022 Bonds or the Bonds.

- (d) Water Utility Depreciation Fund (the "Depreciation Fund"), which shall be used primarily to make good any depreciation in the System, to repairs, replacements, new construction, extensions or additions to the System, and, any amount on deposit in the Depreciation Fund not required during the current Fiscal Year may be transferred to the Surplus Fund and used as provided in Section 6(e) hereof but which also may be used for the payment of principal of and interest on the Prior Bonds, Bonds and any Parity Bonds at any time when there shall be insufficient money in the Special Redemption Fund and to remedy any deficiency in the Special Redemption Fund; and
- (e) Water Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts continued or created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);
- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount (if any) required by the Prior Resolutions or future resolutions authorizing the issuance of Parity Bonds secured thereby;
- (d) to the Depreciation Fund, an amount determined from time to time by the Governing Body to provide a proper and adequate depreciation account for the System; any money on deposit in the Depreciation Fund, and not required during the current Fiscal Year for the purposes of said fund, may be transferred to the Surplus Fund; and,
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in quarterly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value

of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$2,971,943 and at par, is

ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the

Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: May 18, 2026
Approved: May 18, 2026

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
SHEBOYGAN COUNTY
CITY OF SHEBOYGAN

REGISTERED
\$_____

WATER UTILITY REVENUE BOND, SERIES 2026

Final
Maturity Date

Date of
Original Issue

May 1, 2046

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2028 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2028 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 365/1000ths percent (2.365%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water Utility of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted May 18, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,971,943 Water Utility Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water Utility Revenue Bonds, Series 2013, dated May 1, 2013, Water Utility Revenue Bonds, Series 2015, dated May 13, 2015, Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 and Water Utility Revenue Bonds, Series 2022, dated June 22, 2022, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

(SEAL)

CITY OF SHEBOYGAN,
WISCONSIN

By: _____

Ryan Sorenson
Mayor

By: _____

Meredith DeBruin
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A
\$2,971,943
CITY OF SHEBOYGAN, WISCONSIN
WATER UTILITY REVENUE BONDS, SERIES 2026

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)
PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2028	\$125,710.05
May 1, 2029	128,683.09
May 1, 2030	131,726.44
May 1, 2031	134,841.78
May 1, 2032	138,030.78
May 1, 2033	141,295.21
May 1, 2034	144,636.84
May 1, 2035	148,057.50
May 1, 2036	151,559.07
May 1, 2037	155,143.44
May 1, 2038	158,812.58
May 1, 2039	162,568.50
May 1, 2040	166,413.24
May 1, 2041	170,348.91
May 1, 2042	174,377.67
May 1, 2043	178,501.70
May 1, 2044	182,723.26
May 1, 2045	187,044.67
May 1, 2046	191,468.27

**CITY OF SHEBOYGAN
RESOLUTION 15-26-27**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 11, 2026.

A RESOLUTION adopting the City of Sheboygan Travel Expense Policy.

RESOLVED: That the attached policy is hereby adopted. Any previous adopted policy or parts thereof in conflict with the provisions of this policy is repealed to the extent of such conflict.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

City of Sheboygan Travel Expense Policy

Purpose

The City of Sheboygan allows staff to travel on City expense when such travel benefits the City, when it is pre-approved by the appropriate individual, and when it is within the Council-allocated budget. The purpose of this policy is to establish clear guidelines regarding staff travel, including day trips, overnight bus trips, and flying trips, during which staff represent the City of Sheboygan.

This policy is not expected to cover every possible situation. It will be the City Administrator's responsibility, in consultation with the Finance Director and City Attorney, to interpret and apply this policy. The term "employee" is interchangeable with the term "staff."

The City does not distinguish between general travel and travel for training purposes for reimbursement purposes.

Authorization

Travel is authorized by department heads based on funds allocated by the Common Council through the budget process. For travel related to the Mayor's International Committee, travel is authorized by the Mayor based on funds received by the Mayor's International Committee and deposited into a Special Revenue Fund.

Reimbursement

Those traveling on the City's behalf are expected to exercise good judgment and fiscal responsibility when incurring travel costs. Necessary and reasonable expenses related to approved travel shall be subject to reimbursement pursuant to this Policy. Reimbursement requests shall be made via the City's Travel Expense Form, provided by the Finance Department. Such form may be updated periodically. Reimbursement requests shall be completed and submitted to the approving individual within thirty calendar days from the date employee/volunteer returns to the City of Sheboygan. Receipts shall be provided whenever possible. Cash advances will not be granted unless pre-approved by the approving individual, the Comptroller, and the City Administrator. When using a City-issued credit card for approved expenses, the employee shall not be entitled to personal reimbursement. However, when a City-issued credit card is used for unapproved expenses, the employee shall reimburse the City within ten business days after the expense was incurred. Regardless whether a City-issued credit card is used for travel-related expenses, the employee shall submit a travel expense form on a form provided by the Finance Department.

Reimbursable Expenses

Vehicle Travel Expenses. When a department has City-owned vehicle(s) available for employee use, the employee is encouraged to use such vehicle for City-related business travel. The employee should obtain their supervisor's permission prior to using the City-owned vehicle. If the City-owned vehicle is not available or not well-suited for the employee's needs, the employee should obtain their supervisor's permission to use a personal vehicle for City-related business travel if they intend to request mileage reimbursement. When traveling by personal vehicle, reimbursement for mileage shall be at the standard rate per mile allowed by the Internal Revenue Service based upon actual mileage as measured by an online navigation system such as Google Maps or MapQuest, except that when an employee uses a personal vehicle by choice despite a City-owned vehicle being available and suitable, the mileage reimbursement rate shall be the standard GSA rate for personal vehicles when government vehicle are available. Necessary parking and toll expenses will also be reimbursed in full. When travel by air (coach class) is less expensive than vehicular travel and where vehicular travel requires six or more hours of driving time, reimbursement will be based upon the cost of air fare.

Vehicle Policies

Adopted (date)

When operating a personal vehicle, the employee's automobile insurance will be primary and such expense is not reimbursable. Employees are expected to maintain adequate insurance coverage for their personal vehicles consistent with Wisconsin law. When traveling by City vehicle for City business, the City's automobile insurance shall be primary and the employee shall not be entitled to mileage reimbursement. City-owned vehicles shall not be used for personal business unless de minimis in nature.

The employee is responsible for following all traffic laws and regulations when operating a vehicle, whether personal or City-owned, for business purposes. Employees are expected to maintain absolute sobriety when operating City-owned vehicles. Traffic citations, parking tickets, vehicle maintenance, etc., are not reimbursable. Employees may not use personal electronic devices such as cell phones, while driving a City-owned vehicle unless such use is via hands-free device.

Passengers may be allowed within a City-owned vehicle subject to supervisor approval and upon completion of a ride-along waiver. Minor children are not allowed as passenger in a City-owned vehicle unless accompanied by a parent or legal guardian.

Rental vehicle expenses may be reimbursed when reasonable and necessary to support the purpose of the travel. Employees traveling to the same conference are encouraged to share rental vehicles, when practicable. Employees should accept auto physical damage and auto liability insurance from the rental company. Such insurance is a reimbursable expense.

Air Travel Expenses. Air fare expenses will be reimbursed in full at the coach class rate. Airport parking expenses are reimbursable when such expense is supported by a receipt. Flight reservations should be made as early as practicable to take advantage of rate discounts. Up to one carry on and one checked bag shall be reimbursed in full, unless additional expenses are pre-approved by the department head. Waiting time, such as at airport security or check-in, is compensable when occurring during normal work hours.

Taxis/ Ride-Share/ Public Transportation Expenses. When traveling by public transportation, taxi, or ride-share is less expensive or more practical than traveling by air or vehicle, such expenses will be reimbursed in full. Efforts should be made to utilize the most cost-effective ticket for the trip. For instance, where a trip includes rail travel over several days and a discounted rate applies to multi-day tickets, multi-day tickets should be purchased instead of multiple, single-ride tickets. Employees are expected to exercise fiscally prudent judgment when choosing a taxi or ride-share over public transportation. Tips are reimbursable up to 20% of the fare.

Meals. Employees are encouraged to use their City-issued credit card for meal purchases. For meals purchased without a City-issued credit card, reimbursements will be made at the standard meal allowance, as established by the United States Government Services Administration Rates applicable to the location(s). Using the standard meal allowance requires records to prove the time, place, and business purpose of the travel. Meals outside of approved travel days or times will not be reimbursed. Reimbursement for meals is allowed on trips that do not necessitate an overnight stay pursuant to the following conditions and only if reasonable travel time is required:

Breakfast: Employee leaves their home before 7:00 a.m.

Lunch: Employee leaves their workplace before 10:30 a.m. and returns after 2:00 p.m.

Dinner: Employee arrives back at home or the workplace after 6:00 p.m.

Federal Internal Revenue Service regulations require employees to report, as income, certain meal expenses reimbursed by the employer for trips not involving an overnight stay. Alcohol beverage expenses are not reimbursable.

Lodging. The City will reimburse employees for overnight accommodations when travel extends beyond a single day and when the employee is traveling beyond 50 miles from the workplace. Department heads may allow deviations to this policy when the start or end time of an employee's training or travel purpose discourages safe travel. All overnight stays must be pre-approved by the employee's department head. When available, employees should take advantage of discounts for government entities or through conference booking. The City will not reimburse for sales tax, except when the lodging jurisdiction legally imposes sales tax on such travel, so employees are strongly encouraged to present proof to the lodging place that such purpose should qualify for tax exemption. Employees will not be required to share a lodging room with another employee but may choose to do so if the employee(s) prefer. In cases where shared lodging rooms is necessary for budgetary purposes or facility availability, such expectation will be clearly communicated prior to registration and employees will have the option whether to participate. Reimbursement will be limited to the single room rate. If employees share a room, the reimbursement rate may be divided equally but not in excess of the maximum permitted for each employee had each stayed in a single room.

Miscellaneous Expenses.

Internet. Reasonable charges for internet access for business use are acceptable.

Gratuities. Meal tips are included in the meal allowance.

Personal Expenses and Travel. In some cases, an employee may extend a trip beyond the business purpose or may commingle business with personal during travel. Such behavior is not discouraged as long as it is preapproved by the department head. All personal expenses incurred are the employee's responsibility.

Personal Travel Companions. Employees may be accompanied by a companion while on official City business. A travel companion's expenses are not reimbursable and any costs incurred jointly will be reimbursed at the individual or single rate. Employees may not travel by City-owned vehicle when travel companions accompany the employee on a particular trip.

Visas, Identification, Vaccinations and Insurance

Visas, passports or real IDs may be required in connection with a trip. Employees are responsible for ensuring these documents are timely available for each trip. Visas, passports, and real ID expenses may be reimbursed from the department's budget upon pre-approval if the travel is required by the employee's work. When vaccinations are recommended, such expenses may be reimbursed from the department's budget upon pre-approval. Employees may undertake vaccinations at personal expense if City reimbursement is not approved. Employees are responsible for obtaining and paying for travel medical and/or trip insurance needs that arise during travel.

Non-Employee/ Volunteer Travel. Non-employees invited to travel for the City may be entitled to reimbursement subject to the written, pre-approved reimbursement policy applicable to the travel. The traveler should provide original receipts for all expenses incurred and is expected to follow the policies applicable to employees while traveling for business. The same reimbursement limits apply to non-employee expenses. Non-employees invited to travel for the City will be required to complete the Volunteer Application and Waiver, and consent to a criminal background check prior to being authorized to participate in the travel.

Travel Pay. Employees who are subject to the hourly provisions of the Fair Labor Standards Act (“FLSA”) may be eligible for pay while in travel status. For a determination of whether an employee is eligible for such travel pay, please contact the City Attorney’s Office directly. Professional, executive, and administrative employees who have been determined to be exempt from the FLSA are not eligible for travel pay outside of normally scheduled days and hours.

FLSA-eligible employees are eligible for travel pay as follows:

- Travel time to the primary work location or to an alternate local training/work site is not paid time. This is personal commute time. Paid time begins at the established start time/location for that day.
- Travel outside of the area for a single day is paid as work time for the duration of the travel from home/the office to the destination, for the duration of the event triggering such travel, and for the duration of the travel from the destination to the office, or, if reporting directly home after the event, from the destination to home. When employees carpool, each employee is eligible for travel pay as if the employee is driving.
- Travel outside of the area with an overnight stay may be considered work time when the travel is for business purposes for the City’s benefit. For example, when an employee has traveled outside of the area for a multi-day conference, the employee is eligible for travel pay during normal work hours regardless of the day of the week, and also when engaged in work activities regardless whether during or outside of normal work hours. For example, an employee regularly scheduled to work on Mondays and Tuesdays from 8:00 a.m. to 4:30 p.m. who attends a conference in Illinois on Monday and Tuesday where the conference itself runs from 9:00 a.m. to 6:00 p.m. is eligible for travel pay for travel from home to the conference and from the conference to home during normal work hours and for the entire conference attendance time of 9:00 a.m. to 6:00 p.m. Upon arrival, time spent commuting between the hotel, restaurant or lodging, and the conference worksite is a normal commute and not paid time.
- Travel time in passenger status outside of normal working hours is not considered work time unless the employee is engaged in work activities during such travel. When employees carpool, each employee is eligible for travel pay as if the employee is driving.