



TWENTIETH REGULAR COMMON COUNCIL MEETING AGENDA

January 15, 2024 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"Life's most persistent and urgent question is, 'What are you doing for others?'" - Dr. Martin Luther King Jr.

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

Notice of the 20th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, January 15, 2024 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Aldersperson Felde may attend meeting remotely

2. Pledge of Allegiance

Led by Cub Scout Pack 3804

3. Approval of Minutes

Nineteenth Regular Council Meeting held on January 2, 2024

4. Resignations

Geralynn Leannah and Kelsey Bird from the Sheboygan Sustainable Task Force effective immediately.

5. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

7. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- 8.** R. C. No. 171-23-24 by Finance and Personnel Committee to whom was referred R. C. 213-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 124-22-23 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank Trust Company, National Association, as Trustee vs. David J. Rosenthal et al; recommends filing the document.

- [9.](#) R. C. No. 173-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 60-23-24 by City Clerk submitting a Summons and Complaint in the matter of Citibank, N.A. vs. The Estate of Rae R. Pape, Deceased et al; recommends filing the document.
- [10.](#) R. C. No. 174-23-24 by Public Works Committee to whom was referred Res. No. 119-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to file an application with Wisconsin Emergency Management (WEM) for a Hazard Mitigation Grant Program (HMGP) to protect the wastewater infrastructure of the City of Sheboygan, specifically the sewer system interceptor; to execute documents necessary to accept grant funds; to designate the Director of Public Works as the City's Authorized Representative; and designating \$1,788,962.53 of local matching as required by the program; recommends adopting the Resolution.
- [11.](#) R. C. No. 176-23-24 by Public Works Committee to whom was referred Res. No. 134-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Altec Inc. high-reach bucket truck and accessories for the Department of Public Works; recommends adopting the Resolution.
- [12.](#) R. C. No. 175-23-24 by Public Works Committee to whom was referred Res. No. 131-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Volvo ECR145EL Crawler Excavator with Bucket and Trailer accessories for the Department of Public Works; recommends adopting the Resolution.
- [13.](#) R. C. No. 177-23-24 by Public Works Committee to whom was referred Res. No. 136-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Toro Groundsmaster wide-area mower and accessories for the Department of Public Works; recommends adopting the Resolution.
- [14.](#) R. C. No. 179-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 86-23-24 by the City Clerk submitting a license application (Suma Brothers Inc.); recommends granting the application.
- [15.](#) R. C. No. 180-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 89-23-24 by the City Clerk submitting various license applications; recommends granting the applications.
- [16.](#) R. C. No. 182-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 132-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the documents necessary to purchase a new Pierce Manufacturing Quint Engine for the Sheboygan Fire Department; recommends adopting the Resolution.

REPORT OF OFFICERS

- [17.](#) R. O. No. 90-23-24 by Police Chief Chisthopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2023 and ending December 31, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [18.](#) R. O. No. 91-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2023 and ending December 31, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

- [19.](#) R. O. No. 92-23-24 by City Clerk submitting a claim from Eric Bubb for alleged damages to his home from sewage water. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [20.](#) R. O. No. 93-23-24 by City Clerk submitting a claim from Charter/Spectrum for alleged damages to their aerial facilities due to a City backhoe excavating the road. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [21.](#) R. O. No. 94-23-24 by City Clerk submitting a claim from Harbor Winds Hotel for alleged overstatement of personal property tax. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [22.](#) R. O. No. 95-23-24 by City Clerk submitting a Summons and Complaint in the matter of WellsFargo bank, N.A. vs. Estate of Robert W. Schultz c/o James Mulligan, Special Administrator of the Estate et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [23.](#) R. O. No. 96-23-24 by City Clerk submitting a communication from Van Horn Properties of Sheboygan, LLC filing a petition for Direct Annexation by Unanimous Consent for land located in the Town of Sheboygan (1.75 acres – Parcel No. 59024351652). REFER TO CITY PLAN COMMISSION

RESOLUTIONS

- [24.](#) Res. No. 141-23-24 by Alderpersons Dekker and Rust adopting a Marina and Riverfront Slips Fee Schedule. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [25.](#) Res. No. 140-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Engagement Letter with Integra Realty Resources relating to preparation of an appraisal and appraisal review services in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [26.](#) Res. No. 139-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to proceed with the process of rescinding the excess property tax payable by Sheboygan Outboard Club related to 2023 real estate tax for Parcel No. 59281895368P and paying the incorrect amount for tax settlement. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [27.](#) Res. No. 138-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to proceed with the process of rescinding the excess property tax payable by Harbor Pride LLC related to 2023 real estate tax for Parcel No. 59281835115P and paying the incorrect amount for tax settlement. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [28.](#) Res. No. 142-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding the provision of an employer health clinic for 2024. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [29.](#) Res. No. 143-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [30.](#) Res. No. 144-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 31.** R. C. No. 172-23-24 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 34-23-24 by Alderpersons Dekker and Salazar re-establishing the salary schedule for alderpersons and the mayor; recommends adopting the Ordinance.
- 32.** R. C. No. 178-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral Res. No. 137-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.
- 33.** R. C. No. 181-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 133-23-24 by the Alderpersons Salazar and Felde authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant; recommends adopting the Resolution.

GENERAL ORDINANCES

- 34.** Gen. Ord. No. 35-23-24 by Alderperson Ramey annexing territory to the City of Sheboygan, Wisconsin (Parcel # 59024351652). REFER TO CITY PLAN COMMISSION
- 35.** Gen. Ord. No. 36-23-24 by Alderpersons Dekker and Rust amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront. REFER TO PUBLIC WORKS COMMITTEE

CLOSED SESSION

- 36.** Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(g), for conferring with legal counsel who is rendering oral advice concerning strategy to be adopted by the common council with respect to litigation in the following matters pending in the U.S. District Court for the Eastern District of Wisconsin: *Todd Wolf v. City of Sheboygan, et al* and *Chad Pelishek v. City of Sheboygan, et al*.

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 37.** 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

NINETEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Tuesday, January 02, 2024

OPENING OF MEETING

1. Roll Call

Alderspersons present: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.
Alderspersons excused: Felde and Salazar – 2.

2. Pledge of Allegiance**3. Approval of Minutes**

Eighteenth Regular Council Meeting held on December 18, 2023

MOTION TO APPROVE MINUTES

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

4. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. Jim Van Akkeren spoke.

5. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

6. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

7. R. C. No. 170-23-24 by Finance and Personnel Committee to whom was referred Res. No. 128-23-24 by Alderspersons Mitchell and Filicky-Peneski authorizing an amendment in the 2024 budget and obligating \$3,600,000 of American Rescue Plan Act ("ARPA") funds and \$250,000 of Community Development Block Grant ("CDBG") funds to the Gateway Apartments at North 13th Street and Erie Avenue, including parcel numbers 59281204550, 59281204560, 59281204570, and 59281204580 per the Development Agreement; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

8. R. C. No. 167-23-24 by Finance and Personnel Committee to whom was referred Res. No. 125-23-24 by Alderspersons Mitchell and Filicky-Peneski authorizing an amendment in the 2024 Marina Fund budget due to change in management structure.; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

9. R. C. No. 166-23-24 by Finance and Personnel Committee to whom was referred Res. No. 122-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Clerk to execute all necessary documents to purchase nine (9) Badgerbook servers and thirty-six (36) Badgerbook client devices with associated equipment and authorizing the Finance Director to complete an adjustment to the 2024 budget for the purchase; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

10. R. C. No. 165-23-24 by Finance and Personnel Committee to whom was referred Res. No. 121-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing an amendment in the 2023 budget and directing the Finance Director to transfer the Marina Fund advance from the Debt Service Fund to the General Fund; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

REPORT OF OFFICERS

11. R. O. No. 87-23-24 by City Clerk submitting a claim from Elissa Nyara for alleged damages to vehicle due to sewer cap left open. REFER TO FINANCE AND PERSONNEL COMMITTEE
12. R. O. No. 88-23-24 by City Clerk submitting a Notice of Injury and Claim from Dempsey Law Firm, LLP regarding Town of Wilson Sanitary District #1. REFER TO FINANCE AND PERSONNEL COMMITTEE
13. R. O. No. 89-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

14. Res. No. 135-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Third Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

15. Res. No. 131-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Volvo ECR145EL Crawler Excavator with Bucket and Trailer accessories for the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE
16. Res. No. 132-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the documents necessary to purchase a new Pierce Manufacturing Quint Engine for the Sheboygan Fire Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
17. Res. No. 133-23-24 by Alderpersons Salazar and Felde authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

18. Res. No. 134-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Altec Inc. high-reach bucket truck and accessories for the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE
19. Res. No. 136-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Toro Groundskeeper wide-area mower and accessories for the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

20. R. C. No. 168-23-24 by Finance and Personnel Committee to whom was referred Res. No. 126-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing an amendment in the 2024 budget and directing the Finance Director to create a special revenue fund for the transfer of revenues and expenses to the City related to Uptown Social activities; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

21. R. C. No. 169-23-24 by Finance and Personnel Committee to whom was referred Res. No. 127-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Partners for Community Development, Inc. and KG Development Group LLC regarding an affordable housing project to be located at the corner of North 13th Street and Erie Avenue; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

GENERAL ORDINANCES

22. Gen. Ord. No. 34-23-24 by Alderpersons Dekker and Salazar re-establishing the salary schedule for alderpersons and the mayor. REFER TO FINANCE AND PERSONNEL COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

23. Motion to Adjourn

MOTION TO ADJOURN AT 6:10 PM

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

January 15, 2024

Resignations

Geralynn Leannah and Kelsey Bird from the Sheboygan Sustainable Task Force effective immediately.

**CITY OF SHEBOYGAN
R. C. 171-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred R. C. 213-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 124-22-23 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank Trust Company, National Association, as Trustee vs. David J. Rosenthal et al; recommends filing the document.

Committee:

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

IV

R. C. No. 213 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 124-22-23 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank Trust Company, National Association, as Trustee vs. David J. Rosenthal et al; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

FAP

CITY CLERK

FILED

MAR 02 2023

03-02-2023

Item 8.

Sheboygan County

Clerk of Circuit Court

2023CV000112

Honorable Kent Hoffmann

Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

U.S. Bank Trust Company, National Association, as
Trustee vs. David J Rosenthal et al

**Electronic Filing
Notice**

Case No. 2023CV000112

Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVE STE 103
SHEBOYGAN WI 53081-4442

Case number 2023CV000112 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: e204fb

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

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

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

Sheboygan County Circuit Court
Date: March 2, 2023

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank Trust Company, National Association,
as Trustee, successor in interest to U.S. Bank
National Association, as Trustee for the Structured Asset Securities Corporation Mortgage
Pass-Through Certificates, Series 2005-AR1
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

SUMMONS

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

Plaintiff,

vs.

David J Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

Shannon N. Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

City of Sheboygan
828 Center Ave Ste 103
Sheboygan, WI 53081-4442

Partners for Community Development, Inc.
c/o Karin Kirchmeier, Registered Agent
1407 S 13th St
Sheboygan, WI 53081-5247

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 15th day of March, 2023.

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

By: 

Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
072506F02

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

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

FILED

03-02-2023

Sheboygan County

Clerk of Circuit Court

2023CV000112

Honorable Kent Hoffmann

Branch 2

Item 8.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank Trust Company, National Association,
as Trustee, successor in interest to U.S. Bank
National Association, as Trustee for the Structured
Asset Securities Corporation Mortgage
Pass-Through Certificates, Series 2005-AR1
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

COMPLAINT

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

Plaintiff,
vs.

David J Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

Shannon N. Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

City of Sheboygan
828 Center Ave Ste 103
Sheboygan, WI 53081-4442

Partners for Community Development, Inc.
c/o Karin Kirchmeier, Registered Agent
1407 S 13th St
Sheboygan, WI 53081-5247

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

Defendants.

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

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

and is incorporated by reference. A true copy of the loan modifications are attached hereto as Exhibit C and are incorporated by reference.

2. The mortgaged real estate is owned of record by David J Rosenthal and Shannon N. Rosenthal.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$106,724.61 together with interest from the 1st day of March, 2022.

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

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 15 day of March, 2023.

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

By: 

Ian J. Thomson
State Bar No. 1076280

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

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

Loan Number: [REDACTED]

ADJUSTABLE RATE NOTE
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 28, 2005
[Date]Rolling Meadows
[City]IL
[State]1803 N 7TH ST., SHEBOYGAN, WI 53081
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 137,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.575 %. This interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on August 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at: 505 City Parkway West, Suite 100, Orange, CA 92668
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 969.91. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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

The interest rate I will pay may change on the first day of July, 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage point(s) (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575 % or less than 7.575 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.575 % or less than 7.575 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT PRIVILEGE

I may repay all or any part of the principal balance of this Note in accordance with the terms of this Section without incurring a prepayment charge. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note.

(A) Application of Funds

I agree that when I indicate in writing that I am making a prepayment, the Lender shall apply funds it receives in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(B) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and Security Instrument, my regularly scheduled payments of principal and interest will not change as a result.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time which I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

Initials: 

06/28/2025 10:18:11 AM

EXHIBIT A

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition, to the protections given to the Note Holder under this Note, A Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That the Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonable determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

12. GOVERNING LAW PROVISION

This Note and the related Security Interest are governed by the Alternative Mortgage Transaction Parity Act of 1982, 12 USC §3802 et. seq., and, to the extent not inconsistent therewith, Federal and State law applicable to the jurisdiction of the Property.

For Wisconsin residents only: I am ☒ married ☐ unmarried ☐ legally separated. If I am married

and my spouse is not signing below, the name of my spouse is Shannon N. Rosenthal

and my spouse resides at the following address: 1803 N. 7th Street, Sheboygan, WI 53081

If I am a married Wisconsin resident, the obligations evidenced by this Note are being incurred in the interest of my marriage or family

X 

VARIABLE RATE DISCLOSURES

Variable Rate. The Note contains a variable rate provision.

Index. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current Index Rate Value is 3.510 %.

Right to Prepay. I may prepay this Note in whole or part at any time without penalty.



Notice. Notice of any interest rate increase must be given to me at least 30 days before the increase if there is to be an increase in the amount of my periodic payment (other than the final payment) or within 15 days after any increase in the rate of interest if there is to be a change in the final payment or the number of payments.

Oral agreements, promises or commitments to lend money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend, modify, renew or waive such debt, are not enforceable. This written agreement contains all the terms the Borrower(s) and the Lender have agreed to. Any subsequent agreement between us regarding this Note or the instrument which secures this Note, must be in a signed writing to be legally enforceable.

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


BORROWER DAVID J ROSENTHAL

BORROWER

PAY TO THE ORDER OF
BORROWER
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC
BY 
SAM MARZOUK, PRESIDENT
BY 
BORROWER GREGORY E. HANSON, C.F.O.

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS

Argent Mortgage Company, LLC
P.O. Box 5047
Rolling Meadows, IL 60008

PARCEL IDENTIFIER NUMBER
59281013860

1772968

SHEBOYGAN COUNTY, WI
RECORDED ON

08/05/2005 01:36PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 47.00
TRANSFER FEE:

STAFF ID 6
TRANS # 66184

OF PAGES: 19

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 28, 2005 together with all Riders to this document.

(B) "Borrower" is DAVID J ROSENTHAL and SHANNON N. ROSENTHAL, Husband and Wife, as survivorship marital property

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware

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

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Initials

VMP MORTGAGE FORMS - (800)521-7291

06/28/2005 10:19:54

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EXHIBIT B

Lender's address is One City Boulevard West Orange, CA 92868

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 28, 2005

The Note states that Borrower owes Lender one hundred thirty-seven thousand seven hundred and 00/100 Dollars (U.S. \$137,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than July 1, 2035

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the

County of SHEBOYGAN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

which currently has the address of 1803 N 7TH ST.

SHEBOYGAN

[City], Wisconsin 53081

[Street]

("Property Address"):

[Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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d06-03w1 (05/2005)Rev.01

EXHIBIT B

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

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

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

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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

Witnesses:



DAVID J. ROSENTHAL (Seal)
-Borrower



SHANNON N. ROSENTHAL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF WISCONSIN, Milwaukee County ss:

The foregoing instrument was acknowledged before me this 28 day June, 2005 by
Day/Month/Year

David J. Rosenthal and Shannon Rosenthal

My Commission Expires: 7-20-08



Kim Wex
Notary Public, State of Wisconsin

This instrument was prepared by:
Shannon Otteman
2550 Golf Road, East Tower, 10th Floor, Rolling Meadows, IL 60008

ADJUSTABLE RATE RIDER**(LIBOR Six-Month-Index (As Published in the Wall Street Journal)- Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 28th day of June, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Argent Mortgage Company, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1803 N 7TH ST., SHEBOYGAN, WI 53081

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.575 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

The interest rate I will pay may change on the first day of July, 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Initials

Loan Number: 

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage points (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575% or less than 7.575%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One(1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.575% or less than 7.575%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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

Loan Number [REDACTED]

Initials 

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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


Borrower DAVID J ROSENTHAL

(Seal)


Borrower SHANNON N. ROSENTHAL

(Seal)

Borrower (Seal)

Borrower (Seal)


Loan Number 

EXHIBIT A

Lot 8, Block 1, Zimbal's Subdivision, of the City of Sheboygan,
Wisconsin, according to the recorded plat thereof.

EXHIBIT B



LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [REDACTED]

THIS LOAN MODIFICATION AGREEMENT made on December 10, 2009, by and between DAVID J ROSENTHAL and (the "Borrower(s)") and America's Servicing Company

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage):

1. BALANCE. As of December 10, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 131,936.81.
2. EXTENSION. This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current due date has been extended from 11-01-09 to 02/01/2010.
 - B. The maturity date has been extended from 07-35 to 07/01/2035.
 - C. The amount of interest to be capitalized will be U.S. \$2,556.27. The modified unpaid principal balance is U.S. \$140,366.89.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 140,366.89. The borrower promises to make monthly payments of principal and interest of U.S. \$ 802.26, at a fixed yearly rate of 4.875%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.
3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

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EXHIBIT C

Loan Modification Agreement

Page 2 of 2

Loan Number: [REDACTED]

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. _____ (Borrower Initial)

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from America's Servicing Company, however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

[Signature] 12/16/09
Borrower/Date

12-16-2009
Borrower/Date

[Signature]
Borrower/Date

12-16-2009
Borrower/Date

[Signature] 12/18/09
America's Servicing Company (the "Lender")

Haber-Taffese.
LC373/CS2/Page 2

N-P of Loan Documentation
008

EXHIBIT C

2043522
 SHEBOYGAN COUNTY, WI
 RECORDED ON
 08/15/2017 11:08 AM
 ELLEN R. SCHLEICHER
 REGISTER OF DEEDS
 RECORDING FEE: 30.00
 EXEMPTION #
 Cashier ID: 7
 PAGE 51 12

Title: Loan Modification Agreement (MORTGAGE)

This Document Prepared By:
 BRONSON HEATH
 WELLS FARGO BANK, N.A.
 3416 STATEVIEW BLVD, MACEX 7801-03K
 FORT MILL, SC 29715
 (800) 416-1472

When Recorded Mail To:
 FIRST AMERICAN TITLE
 ATTN: JAVIER TONY VARGAS
 3 FIRST AMERICAN WAY
 SANTA ANA, CA 92707

Trax/Parcel #: 59281013860

[Space Above This Line for Recording Data]

Original Principal Amount: \$137,700.00

Investing Loan No.:

Unpaid Principal Amount: \$118,064.47

Loan No. (scan barcode)

New Principal Amount: \$123,282.74

Total Cap Amount: \$5,218.37

LOAN MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: JULY 31, 2017

Borrower ("B"): DAVID J ROSENTHAL AND SHANNON N ROSENTHAL

Borrower Mailing Address: 1803 N 7TH ST, SHEBOYGAN, WISCONSIN 53081

Lender or Servicer ("Lender"): U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE
 STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH
 CERTIFICATES, SERIES 2005-ARI

Lender or Servicer Address: 60 LIVINGSTON AVENUE, ST. PAUL, MN 55107

Date of first lien mortgage, deed of trust or security deed ("Mortgage") JUNE 28, 2005 and the Note ("Note")
 date of JUNE 28, 2005

Property Address ("Property"): 1803 N 7TH ST, SHEBOYGAN, WISCONSIN 53081

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

¹ If there is more than one Borrower or if the parties are divorcing, the definition of "Borrower" in "1." For purposes of this document words beginning with capital letters shall include the plural (which it "we" or "our") and vice versa where appropriate.

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EXHIBIT C

Prior instrument references Recorded on AUGUST 5, 2005 in INSTRUMENT NO. J072968, of the Official Records of SHEBOYGAN COUNTY, WISCONSIN

This Loan Modification Agreement ("Agreement") is made on JULY 31, 2017 by and between Borrower as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are properly secured by the Property.

If my representations in Section 1, Borrower Representations, continue to be true in all material respects, then this Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meanings given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part, of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

1. Borrower Representations.

I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and/or (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future; I did not intentionally or purposefully default of the Mortgage Loan in order to obtain a loan modification;
- B. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the modification, are true and correct;
- C. If Lender requires me to obtain credit counseling in connection with the modification, I will do so;
- D. I have made or will make all payments required within this modification process;
- E. In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

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EXHIBIT C

2. The Modification.

A. The modified principal balance of the Note will include amounts and arrearages that will be past due as of the Modification Effective Date (which may include unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of this modification, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the modified loan. The new principal balance of my Note will be \$123,282.74 (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

B. \$5,218.27 of the New Principal Balance shall be deferred (the "Deferred Balance") and will be treated as a non-interest bearing principal deferral. I will not pay interest or make monthly payments on the Deferred Balance. The New Principal Balance less the Deferred Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$118,064.47. Interest at the rate of 3.8750% will begin to accrue on the Interest Bearing Principal Balance as of AUGUST 1, 2017 and the first new monthly payment on the Interest Bearing Principal Balance will be due on SEPTEMBER 1, 2017. Interest due on each monthly payment will be calculated by multiplying the Interest Bearing Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12). My payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On
251	3.8750%	08/01/2017	\$367.19	\$344.58	\$1,031.97	09/01/2017

* After your modification is complete, escrow payments adjust at least annually in accordance with applicable law; therefore, the total monthly payment may change accordingly.

The above terms shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable, step or simple interest rate.

Borrower agrees to pay in full the Deferred Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date an interest in the Property is sold or transferred, (ii) the date on which the entire Interest Bearing Principal Balance is paid off, or (iii) the Maturity Date.

Borrower agrees that any partial prepayments of Principal may be applied at Lender's discretion first to any Deferred Balance before applying such partial prepayment to other amounts due.

Notice to Borrower: The Deferred Balance will result in a lump sum payment due at the time of loan maturity or earlier upon payoff of the loan. If the Borrower does not have the funds to pay the lump sum payment when it comes due, the Borrower may have to obtain a new loan against your property. In that case, the Borrower may have to pay commissions, fees, and expenses for the arranging of the new loan. In addition, if the Borrower is unable to make the monthly payments or the lump sum payment, the Borrower may lose the property and all equity through foreclosure.

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EXHIBIT C

Keep this in mind in deciding upon this modification. The lump sum payment on this loan is due JULY 1, 2038, or upon earlier payoff of the loan.

3. Loan Modification Terms.

This Agreement hereby modifies the following terms of the Loan Documents as described herein above as follows:

- A. The current contractual due date has been changed from OCTOBER 1, 2016 to SEPTEMBER 1, 2017. The first modified contractual due date is SEPTEMBER 1, 2017.
- B. The maturity date is JULY 1, 2038.
- C. The amount of Recoverable Expenses to be deferred will be U.S. \$2,395.50.
 *Recoverable Expenses may include, but are not limited to Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
- D. Lender will forgive outstanding Other Fees U.S. \$0.00. Other Fees may include, but are not limited to: Prior Deferred Interest, appraisal fees.
- E. Lender will forgive outstanding NSF Fees U.S. \$0.00.
- F. Lender agrees to waive all unpaid Late Charges in the amount of U.S. \$120.53.
- G. The amount of Interest to be Included (waived) will be U.S. \$5,276.04.
- H. The amount of the Escrow Advances to be deferred will be U.S. \$2,872.77.

4. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.
- B. If a biweekly loan, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the interest-bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due. As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.
- C. Funds for Escrow Items: I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or

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ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.E. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenanted agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.E.

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

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

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

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

(D) That the mortgage insurance premiums on the loan, if applicable, may increase as a result of the modification of the loan which may result in a higher total monthly payment. Furthermore, the

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cancellation date, termination date, or the termination of the private mortgage insurance may be recalculated to reflect the modified terms and conditions of the loan.

- E. If the Borrower's balance has been reduced as a result of this new Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with this loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. *Exception:* In the state of California, Life, A&H, and UL Insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- F. If this loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrower's acceptance of this Agreement will result in the cancellation of the above mentioned insurances.
- G. If the Borrower's home owners insurance should lapse, Wells Fargo Home Mortgage reserves the right to place Lender-Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- H. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- I. If Borrower has a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan.
- J. If Borrower fails to pay Lender the amount due and owing or to pay any monthly payment on the dates above, Borrower shall surrender the Property to Lender. If Borrower fails or refuses to surrender the Property to Lender, Lender may exercise any and all remedies to recover the Property as may be available to Lender pursuant to its security interest and lien and applicable law. These remedies may include the recovery of reasonable attorney's fees actually incurred, plus legal expenses and expenses for entering on the Property to make repairs in any foreclosure action filed to enforce the Lender's lien. Lender's rights and remedies extend only to the Property, and any action related to the Property itself and not to recovery of any amount owed to Lender under the Notes as modified herein, which has been discharged in bankruptcy.
- K. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the F-4 Family Modification Agreement Rider Assignment of Rents.
- L. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard Disclosure.

M. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Home Mortgage, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed in the event this limited power of attorney is exercised. The undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

N. If the Borrower's Loan is currently in foreclosure, the Lender will attempt to suspend or cancel the foreclosure action upon receipt of the first payment according to this Agreement. Lender agrees to suspend further collection efforts, as long as Borrowers continue making the required payments under this Agreement.

O. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.

P. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.

Q. In cases where the Loan has been registered with Mortgage who has only legal title to the interests granted by the Borrower in the Loan Documents, Mortgage has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and cancelling the Loan.

R. If the Loan Documents govern a home equity loan or line of credit, then Borrower agrees that as of the Modification Effective Date, the right to borrow new funds under the home equity loan or line of credit is terminated. This means that Borrower cannot obtain additional advances and must make payments according to this Agreement. Lender may have previously terminated or suspended the right to obtain additional advances under the home equity loan or line of credit, and if so, Borrower confirms and acknowledges that no additional advances may be obtained.

S. Unless this Agreement is executed without alteration and is signed and returned along with the following documents with the payment, if required, within 15 days from the date of this letter in the enclosed, prepaid overnight envelope, it will be of no force or effect and the Loan will remain subject to all existing terms and conditions provided in the Loan Documents. Upon receipt of a properly executed Agreement, this Agreement will become effective on AUGUST 15, 2017.

T. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or coordination Agreement(s).

U. Borrower must deliver to Wells Fargo Home Mortgage a properly signed modification Agreement by AUGUST 15, 2017. If Borrower does not return a properly signed modification Agreement by

Wells Fargo Customer Non HAMP

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this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, Wells Fargo Home Mortgage may deny or cancel this modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. Wells Fargo Home Mortgage may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted, and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

Wells Fargo CREDIT Non HAM

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EXHIBIT C

In Witness Whereof, I have executed this Agreement, to wit:

Borrower: DAVID J. ROSENTHAL

SHANNON N ROSENTHAL Agreeing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

8/3/17

Date

8/3/2017

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Schochong

The foregoing instrument was acknowledged before me this August 3, 2017 by DAVID J. ROSENTHAL, SHANNON N ROSENTHAL (person acknowledging, title or representative capacity, if any)

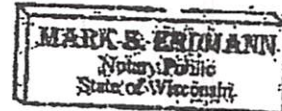
(Seal)

Notary Public

Printed Name: Mark S. Erdmann

My commission expires:

Commission Expires
11/15/2019



Wells Fargo Customer Non-Holder

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EXHIBIT C

In Witness Whereof, the Lender, have executed this Agreement.

WELLS FARGO BANK, N.A. AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-AR1

By: (print name) Phan Chris Xiong
(title) Vice President Loan Documentation



8/10/2017
Date

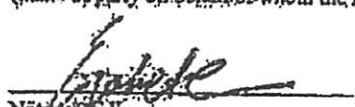
[Specify Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Dakota

This instrument was acknowledged before me, 08-10-17 (date) by Phan Chris Xiong (name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g., officer, trustee, etc.) of WELLS FARGO BANK, N.A. AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-AR1 (name of party on behalf of whom the instrument was executed).


Notary Public



Printed Name: ELIZABETH A GIZAW
My Commission Expires: 01/31/2019

Wells Fargo Custom Non HAM

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EXHIBIT C

EXHIBIT A**BORROWER(S): DAVID J ROSENTHAL AND SHANNON N ROSENTHAL****LOAN NUMBER: (scan barcode)****LEGAL DESCRIPTION:**

The land referred to in this document is situated in the STATE OF WISCONSIN, COUNTY OF SHEBOYGAN, CITY OF SHEBOYGAN, and described as follows:

LOT NUMBER 8, BLOCK NUMBER 1, ZIMBAL'S SUBDIVISION, OF THE CITY OF SHEBOYGAN, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREON.

Tax Parcel No: 59281013864

ALSO KNOWN AS: 1803 N 7TH ST, SHEBOYGAN, WISCONSIN 53081

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EXHIBIT C

2133921
SHEBOYGAN COUNTY, WI
RECORDED ON
04/04/2022 09:50 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 9
PAGES: 14

Title: Loan Modification Agreement (MORTGAGE)

This Document Prepared By:
SREE VENI GONGATI
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 59281013860

[Space Above This Line for Recording Data]

Original Principal Amount: \$137,700.00

Investor Loan No. [REDACTED]

Unpaid Principal Amount: \$111,942.88

Loan No: (scan barcode)

New Principal Amount: \$126,081.98

Total Cap Amount: \$14,139.10

LOAN MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: MARCH 8, 2022

Borrower ("I")¹: DAVID J ROSENTHAL AND SHANNON N ROSENTHAL

Borrower Mailing Address: 1803 N 7TH ST, SHEBOYGAN, WISCONSIN 53081

Lender or Servicer ("Lender"): U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.

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Page 1

EXHIBIT C

**FOR THE STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-AR1**

Lender or Servicer Address: 60 LIVINGSTON AVENUE, SAINT PAUL, MN 55107

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") JUNE 28, 2005 and
the Note ("Note") date of JUNE 28, 2005 and Recorded on AUGUST 5, 2005 in
INSTRUMENT NO. 1772968, of the OFFICIAL Records of SHEBOYGAN COUNTY,
WISCONSIN

Property Address ("Property"): 1803 N 7TH ST, SHEBOYGAN, WISCONSIN 53081

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Loan Modification Agreement ("Agreement") is made on MARCH 8, 2022 by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are properly secured by the Property.

If my representations in Section 1, Borrower Representations, continue to be true in all material respects, then this Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents". Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the

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EXHIBIT C

terms and provisions thereof, as amended by this Agreement:

1. Borrower Representations.

I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and/or (ii) I do not have sufficient income or access to sufficient liquid assets to make the mortgage payments now or in the near future; I did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification;
- B. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the modification, are true and correct;
- C. If Lender requires me to obtain credit counseling in connection with the modification, I will do so;
- D. I have made or will make all payments required within this modification process;
- E. In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

2. The Modification.

- A. The modified principal balance of the Note will include amounts and arrearages that will be past due as of the Modification Effective Date (which may include unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of this modification, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the modified loan. The new principal balance of the Note will be \$126,881.98 (the "New Principal Balance") which includes a previously deferred principal balance in the amount of \$5,218.27. Borrower understands that by agreeing to add the Unpaid Amounts including the prior forbearance, if any, to the principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest may now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- B. \$19,357.37 of the New Principal Balance shall be deferred (the "Deferred

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EXHIBIT C

Balance") and will be treated as a non-interest bearing principal forbearance. I will not pay interest or make monthly payments on the Deferred Balance. The New Principal Balance less the Deferred Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$106,724.61. Interest at the rate of 3.7500% will begin to accrue on the Interest Bearing Principal Balance as of MARCH 1, 2022 and the first new monthly payment on the Interest Bearing Principal Balance will be due on APRIL 1, 2022. Interest due on each monthly payment will be calculated by multiplying the Interest Bearing Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12). The payment schedule for the modified Loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
209	3.7500%	03/01/2022	\$696.20	\$326.71	\$1,022.91	04/01/2022

* After the modification is complete, escrow payments adjust at least annually in accordance with applicable law; therefore, the total monthly payment may change accordingly.

The above terms shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

Borrower agrees to pay in full the Deferred Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date an interest in the Property is sold or transferred, (ii) the date on which the entire Interest Bearing Principal Balance is paid off, or (iii) the Maturity Date.

Borrower agrees that any partial prepayments of Principal may be applied at Lender's discretion first to any Deferred Balance before applying such partial prepayment to other amounts due.

Notice to Borrower: The Deferred Balance will result in a lump sum payment due at the time of loan maturity or earlier upon payoff of the loan. If the Borrower does not have the funds to pay the lump sum payment when it comes due, the Borrower may have to obtain a new loan against the property. In that case, the Borrower may have to pay commissions, fees, and expenses for the arranging of the new loan. In addition, if the Borrower is unable to make the monthly payments or the lump sum

payment, the Borrower may lose the property and all equity through foreclosure. Keep this in mind in deciding upon this modification. The lump sum payment on this loan is due **AUGUST 1, 2039** or upon earlier payoff of the loan.

3. Loan Modification Terms.

This Agreement hereby modifies the following terms of the Loan Documents as described herein above as follows:

- A. The current contractual due date has been changed from **AUGUST 1, 2020** to **APRIL 1, 2022**. The first modified contractual due date is **APRIL 1, 2022**.
- B. The maturity date is **AUGUST 1, 2039**.
- C. The amount of Recoverable Expenses* to be capitalized will be U.S. **\$0.00**.

*Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
- D. Lender will forgive outstanding Other Fees U.S. **\$0.00**.
- E. Lender will forgive outstanding NSF Fees U.S. **\$0.00**.
- F. Lender agrees to waive all unpaid Late Charges in the amount of U.S. **\$68.72**.
- G. The amount of interest to be included (deferred) will be U.S. **\$6,892.60**.
- H. The amount of the Escrow Advance to be deferred will be U.S. **\$7,246.50**.

4. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If a biweekly loan, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12)

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EXHIBIT C

segments. Interest charged at all other times will be computed by multiplying the interest bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due. As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.

- C. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.E. I shall pay Lender the Funds for Escrow Items unless Lender waives the obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. The obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and Agreement contained in the Loan Documents, as the phrase "covenant and Agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.E.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due

on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- D. That the mortgage insurance premiums on the loan, if applicable, may increase as a result of the modification of the loan which may result in a higher total monthly payment. Furthermore, the cancellation date, termination date, or final termination of the private mortgage insurance may be recalculated to reflect the modified terms and conditions of the loan.
- E. If the Borrowers balance has been reduced as a result of this new Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with this loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. *Exception:* In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even

though there is no reduction in balance as part of the settlement.

- F. If this loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- G. If the Borrower's home owners insurance should lapse, Wells Fargo Home Mortgage reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- H. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- I. If Borrower has a pay option adjustable rate mortgage Loan, upon modification, the minimum monthly payment option or any payment options including but not limited to interest only, will no longer be offered and that the monthly payments described in the above payment schedule for the modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan.
- J. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.
- K. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- L. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Home Mortgage, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of

Wells Fargo Custom Non HAM [REDACTED]

Page 3

EXHIBIT C

attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

- M. If the Borrower's Loan is currently in foreclosure, the Lender will attempt to suspend or cancel the foreclosure action upon receipt of the first payment according to this Agreement. Lender agrees to suspend further collection efforts as long as Borrowers continue making the required payments under this Agreement.
- N. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
- O. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.
- P. In cases where the Loan has been registered with Mortgagee who has only legal title to the interests granted by the Borrower in the Loan Documents, Mortgagee has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and canceling the Loan.
- Q. If the Loan Documents govern a home equity loan or line of credit, then Borrower agrees that as of the Modification Effective Date, the right to borrow new funds under the home equity loan or line of credit is terminated. This means that Borrower cannot obtain additional advances and must make payments according to this Agreement. Lender may have previously terminated or suspended the right to obtain additional advances under the home equity loan or line of credit, and if so,

Borrower confirms and acknowledges that no additional advances may be obtained.

- R. Unless this Agreement is executed without alteration and is signed and returned along with the following documents with the payment, if required, within 15 days from the date of this letter in the enclosed, prepaid overnight envelope, it will be of no force or effect and the Loan will remain subject to all existing terms and conditions provided in the Loan Documents. Upon receipt of a properly executed Agreement, this Agreement will become effective on **MARCH 1, 2022**.
- S. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/ or subordination Agreement(s).
- T. Borrower must deliver to Wells Fargo Home Mortgage a properly signed modification Agreement by **MARCH 23, 2022**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, Wells Fargo Home Mortgage may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. Wells Fargo Home Mortgage may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

Wells Fargo Custom Non HAM [REDACTED]

Page 10 [REDACTED]

EXHIBIT C

In Witness Whereof, I have executed this Agreement, on _____

DAVID J ROSENTHAL

3-21-2022

Date

SHANNON N ROSENTHAL *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

3-21-2022

Date

BORROWER ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Sheboygan

This instrument was acknowledged before me on March 21, 2022 (date) by DAVID J ROSENTHAL, SHANNON N ROSENTHAL (person acknowledging, title or representative capacity, if any)

(seal, if any)

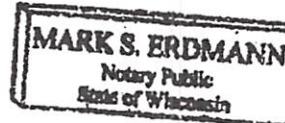
Signature of Notary Public

Printed Name:

Mark S Erdmann

My Commission expires:

Commission Expires
11/15/2023



Wells Fargo Custom Non HAMP

Page 11

EXHIBIT C

In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A. AS ATTORNEY-IN-FACT FOR U.S. BANK
NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET
SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2005-AR1(POA RECORDED IN SHAWANO COUNTY, ON 09/11/2019,
INSTRUMENT NO. 742037, BOOK: N.A, PAGE: N.A)

By: (print name) May Nhia Vang
(title) Vice President Loan Documentation

(signature)

03-29-2022
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

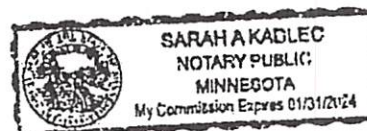
STATE OF Minnesota
COUNTY OF Ramsey

This instrument was acknowledged before me

03/29/2022 (date) by May Nhia Vang
(name(s) of person(s)) as vice President Loan Documentation (type of authority, e.g.,

officer, trustee, etc.) of WELLS FARGO BANK, N.A. AS ATTORNEY-IN-FACT FOR
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED
ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-AR1(POA RECORDED IN SHAWANO COUNTY,
ON 09/11/2019, INSTRUMENT NO. 742037, BOOK: N.A, PAGE: N.A) (name of party
on behalf of whom the instrument was executed).

[Signature]
Notary Public



Printed Name: Sarah A Kadlec

My Commission Expires: 01/31/2024

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Page 12

EXHIBIT C

Wells Fargo Custom Non HAM [REDACTED]

Page 13

EXHIBIT C

EXHIBIT A**BORROWER(S): DAVID J ROSENTHAL AND SHANNON N ROSENTHAL****LOAN NUMBER: (scan barcode)****LEGAL DESCRIPTION:****THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF SHEBOYGAN
AND STATE OF WISCONSIN, AND DESCRIBED AS FOLLOWS:****LOT NUMBER 8, BLOCK NUMBER 1, ZIMBAL'S SUBDIVISION, OF THE CITY OF
SHEBOYGAN, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF****Tax/Parcel No. 59281013860****ALSO KNOWN AS: 1893 N 7TH ST, SHEBOYGAN, WISCONSIN 53081**

Wells Fargo Custom Non HAMP [REDACTED]

Page 14

EXHIBIT C

CHAIN OF TITLE:**WARRANTY DEED**

GRANTOR: RYAN J. HYINK, A SINGLE PERSON
GRANTEE: JOHN F. BOUMA AND EDITH M. BOUMA, HUSBAND AND WIFE, AS SURVIVORSHIP
MARITAL PROPERTY -

DATED: 05/15/2002 RECORDED: 06/03/2002 BOOK: 1996 PAGE: 428
INSTRUMENT NO.: 1638245

WARRANTY DEED

GRANTOR: JOHN F. BOUMA AND EDITH M. BOUMA, HUSBAND AND WIFE
GRANTEE: DAVID J. ROSENTHAL AND SHANNON N. ROSENTHAL, HUSBAND AND WIFE, AS
SURVIVORSHIP MARITAL PROPERTY

DATED: 06/16/2005 RECORDED: 08/05/2005 INSTRUMENT NO.: 1772967

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

LENDER: ARGENT MORTGAGE COMPANY, LLC
BORROWER: DAVID J. ROSENTHAL AND SHANNON N. ROSENTHAL, HUSBAND AND WIFE, AS
SURVIVORSHIP MARITAL PROPERTY
DATED: 06/28/2005 RECORDED: 08/05/2005 INSTRUMENT NO.: 1772968
AMOUNT: \$137,700.00

ASSIGNMENT OF MORTGAGE

ASSIGNOR: ARGENT MORTGAGE COMPANY, LLC
ASSIGNEE: U.S BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE STRUCTURED ASSET
SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES SERIES
2005-AR1
DATED: 06/28/2005
RECORDED: 05/10/2017
INSTRUMENT NO.: 2038732

LOAN MODIFICATION AGREEMENT

BY: DAVID J. ROSENTHAL AND SHANNON N. ROSENTHAL
BETWEEN/AND: U.S BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE STRUCTURED ASSET
SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES SERIES
2005-AR1
DATED: 07/31/2017
RECORDED: 08/15/2017
INSTRUMENT NO.: 2043522

LOAN MODIFICATION AGREEMENT

BY: DAVID J. ROSENTHAL AND SHANNON N. ROSENTHAL
BETWEEN/AND: U.S BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE STRUCTURED ASSET
SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES SERIES
2005-AR1
DATED: 03/08/2022
RECORDED: 04/04/2022
INSTRUMENT NO.: 2133921

MORTGAGE

LENDER: CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT
BORROWER: DAVID J. & SHANNON N. ROSENTHAL
DATED: 07/18/2006 RECORDED: 08/15/2006 INSTRUMENT NO.: 1806007

Page 2 of 6

LIEN REPORT

AMOUNT: \$2,428.00

MORTGAGE

LENDER: CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT

BORROWER: DAVID J. & SHANNON N. ROSENTHAL

DATED: 04/26/2007 RECORDED: 05/03/2007 INSTRUMENT NO.: 1825852

AMOUNT: \$16,980.00

* MORTGAGE

LENDER: PARTNERS FOR COMMUNITY DEVELOPMENT, INC

BORROWER: DAVID AND SHANNON ROSENTHAL

DATED: 01/10/2017 RECORDED: 01/25/2017 INSTRUMENT NO.: 2034084

AMOUNT: \$20,895.00

MORTGAGE FORECLOSURE/ LIS PENDENS:

NONE

JUDGMENTS:JUDGMENT

CASE #

2022UC000072

PLAINTIFF:

DEPT. OF WORKFORCE DEVELOPMENT *State of Wisconsin*

DEFENDANT:

DAVID J. ROSENTHAL

DOCKETED: 04/28/2022

AMOUNT: \$2,951.00

UCC FINANCING STATEMENT:

NONE

NOTICE OF LIENS:

NONE

MECHANIC'S LIENS:

NONE

CHILD SUPPORT LIENS

NONE

MUNICIPAL LIENS:

NONE

STATE TAX LIENS:

Page 3 of 6

LIEN REPORT

An Affidavit of Interest in Property from David and Shannon Rosenthal, two married person(s) to Partners for Community Development, Inc., 1407 S. 13th Street, Sheboygan, WI in the original amount of \$20,895.00.

Dated: January 10, 2017 Recorded: January 25, 2017

Document No: 2034084

LIEN REPORT

**CITY OF SHEBOYGAN
R. C. 173-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred R. O. No. 60-23-24 by City Clerk submitting a Summons and Complaint in the matter of Citibank, N.A. vs. The Estate of Rae R. Pape, Deceased et al; recommends filing the document.

Committee:

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
R. O. 60-23-24**

BY CITY CLERK.

OCTOBER 16, 2023.

Submitting a Summons and Complaint in the matter of Citibank, N.A. vs. The Estate of Rae R. Pape, Deceased et al.

FILED **OCT** Item 9.
10-02-2023
Sheboygan County
Clerk of Circuit Court
2023CV000522
Honorable Samantha R.
Bastil
Branch 1

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

Citibank, N.A. vs. The Estate of Rae R. Pape, Deceased et al **Electronic Filing Notice**

Case No. 2023CV000522

Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
C/O CITY CLERK
828 CENTER AVE STE 103
SHEBOYGAN WI 53081-4442

Case number 2023CV000522 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.28, 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: 58fe4b

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: October 2, 2023

FILED
10-02-2023

Item 9.

Sheboygan County
Clerk of Circuit Court
2023CV000522
Honorable Samantha R.
Bastil
Branch 1**STATE OF WISCONSIN****CIRCUIT COURT****SHEBOYGAN COUNTY**

**Citibank, N.A., not in its individual capacity but
solely as Owner Trustee for New Residential
Mortgage Loan 2017-6
c/o PNC Bank, N.A.
3232 Newmark Drive
Miamisburg, OH 45342**

SUMMONS

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

Plaintiff,**vs.**

**The Estate of Rae R. Pape, Deceased
526 McColm St
Plymouth, WI 53073-2352**

**City of Sheboygan
c/o City Clerk
828 Center Ave Ste 103
Sheboygan, WI 53081-4442**

Defendants.

THE STATE OF WISCONSIN**To each person named above as a defendant:**

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

**Within 20 days of receiving this summons (60 days if you are the United States of America, 45
days if you are the State of Wisconsin or an insurance company), you must respond with a written answer,
as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or
disregard an answer that does not follow the requirements of the statutes. The answer must be sent or
delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set
forth below. You may have an attorney help or represent you.**

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

Dated this 29th day of September, 2023.

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

By: 

Patricia C. Lonzo
State Bar No. 1045312

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
088723F01

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

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

FILED
10-02-2023

Item 9.

Sheboygan County
Clerk of Circuit Court
2023CV000522
Honorable Samantha R.
Bastil
Branch 1STATE OF WISCONSINCIRCUIT COURTSHEBOYGAN COUNTY

Citibank, N.A., not in its individual capacity but
solely as Owner Trustee for New Residential
Mortgage Loan 2017-6
c/o PNC Bank, N.A.,
3232 Newmark Drive
Miamisburg, OH 45342

COMPLAINT

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

Plaintiff,

vs.

The Estate of Rae R. Pape, Deceased
526 McColm St
Plymouth, WI 53073-2352

City of Sheboygan
c/o City Clerk
828 Center Ave Ste 103
Sheboygan, WI 53081-4442

Defendants.

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

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference.
2. The mortgaged real estate is owned of record by The Estate of Rae R. Pape, Deceased.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$51,187.08 together with interest from the 1st day of March, 2023.

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

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 29th day of September, 2023.

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

By: 

Patricia C. Lonzo
State Bar No. 1045312

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

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

NOTE

July 10, 2003

[Date]

SHEBOYGAN

[City]

WI

[State]

524-526 MCCOLM & MEAD, PLYMOUTH, Wisconsin 53073

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 94,410.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

National City Mortgage Co dba Commonwealth United Mortgage Company

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

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

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on September 1st 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on August 1 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

National City Mortgage Co.
P O Box 17677, Baltimore, MD 21297-1677

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 628.12

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

UNIFORM - 5N(WI) (0005)

Form 3250 1/01

VMP MORTGAGE FORMS - (800)521-7221

Page 1 of 3

Initials: *PP*

EXHIBIT A

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS

NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800

PARCEL IDENTIFIER NUMBER

1711878

SHEBOYGAN COUNTY, WI
RECORDED ON

10/14/2003 11:12AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 47.00
TRANSFER FEE:

STAFF ID 3
TRANS # 31207

OF PAGES: 19

[Space Above This Line For Recording Data]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 10, 2003 together with all Riders to this document.

(B) "Borrower" is

RAE R PAPE A Single Person

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is National City Mortgage Co dba
Commonwealth United Mortgage Company
Lender is a corporation
organized and existing under the laws of The State of Ohio

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

VMP-6(WI) (0005)

Page 1 of 15

Initials: *LP*

VMP MORTGAGE FORMS - (800)521-7291

Form 3050 1/01

EXHIBIT B

Lender's address is **3232 Newmark Drive, Miamisburg, OH 45342**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **July 10, 2003**

The Note states that Borrower owes Lender

NINETY FOUR THOUSAND FOUR HUNDRED TEN & 00/100 Dollars
(U.S. \$ **94,410.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2033**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sheboygan

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

~~THE SOUTH 95 feet of Lot 13 in Eastman's Addition B in the City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.~~

which currently has the address of
524-526 MCCOLM & MEAD,
PLYMOUTH

[City], Wisconsin 53073 [Street]
[Zip Code]

("Property Address"):

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

EXHIBIT B

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

EXHIBIT B

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

EXHIBIT B

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited

EXHIBIT B

to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

EXHIBIT B

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

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

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

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

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

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection

EXHIBIT B

with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

EXHIBIT B

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

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

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

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

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

EXHIBIT B

STATE OF WISCONSIN,

Sheboygan

County ss:

The foregoing instrument was acknowledged before me this

7-10-03

by

Rae R. Pape

My Commission Expires: Permanent

Karl R. Mueller
Notary Public, State of Wisconsin



This instrument was prepared by

STEPNY COOPER

National City Mortgage Co dba

Commonwealth United Mortgage Company

7760 FRANCE AVE SOUTH STE 1112

BLOOMINGTON, MN 55435

EXHIBIT B

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 10th day of July 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

National City Mortgage Co dba Commonwealth United Mortgage Company (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

524-526 MCCOLM & MEAD, PLYMOUTH, Wisconsin 53073

[Property Address]

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

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

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

Initials: *RP*

Page 1 of 4

VMP-57R (0008)

VMP MORTGAGE FORMS - (800)521-7291

Form 3170 1/01

EXHIBIT B

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

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

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

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

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

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

U22AP-57R (0008)

Page 2 of 4

Initials:

R.P.

Form 3170 1/01

EXHIBIT B

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

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

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

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

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

EXHIBIT B

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

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

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

EXHIBIT B

This Document Prepared By:
TONYA HENDRIXSON
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 59271808400

[Space Above This Line for Recording Data]

Original Principal Amount: \$94,410.00

Unpaid Principal Amount: \$82,669.47

New Principal Amount \$84,386.14

New Money (Cap): \$1,716.67

Investor Loan No. [REDACTED]

Loan No. [REDACTED]

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13TH day of SEPTEMBER, 2012, between RAE R PAPE, A SINGLE PERSON ("Borrower") whose address is 524 -526 MCCOLM & MEAD, PLYMOUTH, WISCONSIN 53073 and PNC MORTGAGE ("Lender"), whose address is 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JULY 10, 2003 and recorded on OCTOBER 14, 2003 in INSTRUMENT NO. 1711878, of the OFFICIAL Records of SHEBOYGAN COUNTY, WISCONSIN, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

524 -526 MCCOLM & MEAD, PLYMOUTH, WISCONSIN 53073
(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Private Investor
Form 3179 (fixed) / 3162 (step) [REDACTED]
First American Mortgage Service [REDACTED]

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EXHIBIT C

the real property described being set forth as follows:

THE SOUTH NINETY-FIVE (95) FEET OF LOT NUMBER THIRTEEN (13) IN EASTMAN'S ADDITION "B", TO THE CITY OF PLYMOUTH, ACCORDING TO THE RECORDED PLAT THEREOF, SHEBOYGAN COUNTY, WISCONSIN.

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **SEPTEMBER 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$84,386.14, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.5000% from **SEPTEMBER 1, 2012**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$474.62 beginning on the 1ST day of **OCTOBER, 2012**. The new Maturity Date will be **AUGUST 1, 2033**. Borrower's payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-36	3.5000%	09/01/2012	\$474.62	10/01/2012	36
37-251	4.5000%	09/01/2015	\$513.71	10/01/2015	215

Borrower shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2033, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall

be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

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

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

EXHIBIT C

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

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

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

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
7. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt
8. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE

By AMBER JOHNSTON
Mortgage Officer

(print name)
(title)

10-15-12
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio
County of Montgomery

The foregoing instrument was acknowledged before me this 10-15-12
(date) by AMBER JOHNSTON, the MORTGAGE OFFICER of PNC MORTGAGE, a
corporation, on behalf of the corporation



SHARITA WISE
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 30, 2015

[Signature]
(Signature of person taking acknowledgment)

Notary Public
(Title or rank)

(Serial Number, if any)

This instrument was prepared by:
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

EXHIBIT C

In Witness Whereof, I have executed this Agreement.

Rae R. Pape (Seal)
Borrower
RAE R PAPE

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF Sherburne

The foregoing instrument was acknowledged before me this 07 day of Sept, 2012 by
RAE R PAPE

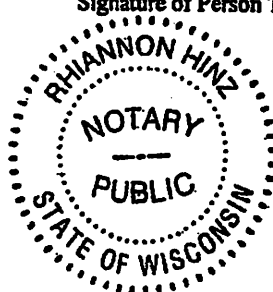
Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Commission expires

Serial Number, if any



witness Robinson J Penn

EXHIBIT C

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **RAE R PAPE, A SINGLE PERSON** to for \$94,410.00 and interest, dated **JULY 10, 2003** and recorded on **OCTOBER 14, 2003** in Book/Liber Page , Instrument No. **1711878**. Mortgage tax paid:

This mortgage was assigned from **NATIONAL CITY MORTGAGE CO DBA COMMONWEALTH UNITED MORTGAGE COMPANY** (assignor), to **RESIDENTIAL FUNDING COMPANY, LLC** (assignee), by assignment of mortgage dated **MAY 31, 2012** and recorded on **JUNE 28, 2012** in Book/Liber Page , Instrument No. **1947437**.

This mortgage was assigned from **RESIDENTIAL FUNDING COMPANY, LLC** (assignor), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSOR AND ASSIGNS** (assignee), by assignment of mortgage dated and recorded on **JUNE 28, 2012** in Book/Liber Page , Instrument No. **1947438**.

EXHIBIT C

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

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

TRANSCRIPT OF JUDGMENT

CASE #
PLAINTIFF:

2015TJ000096
CITY OF SHEBOYGAN
Page 4 of 9

LIEN REPORT

DEFENDANT:
DOCKETED: 04/27/2015

RAE R. PAPE
AMOUNT: \$491.00

TRANSCRIPT OF JUDGMENT

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

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

TRANSCRIPT OF JUDGMENT

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

2015TJ000094
CITY OF SHEBOYGAN
RAE R. PAPE
AMOUNT: \$691.00

TRANSCRIPT OF JUDGMENT

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

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

TRANSCRIPT OF JUDGMENT

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

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

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

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

LIEN REPORT

TRANSCRIPT OF JUDGMENT

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

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

TRANSCRIPT OF JUDGMENT

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

2018TJ000031
CITY OF SHEBOYGAN
RAE R. PAPE
AMOUNT: \$53,000.00

TRANSCRIPT OF JUDGMENT

Page 6 of 9

LIEN REPORT**LIEN REPORT**

**CITY OF SHEBOYGAN
R. C. 174-23-24**

BY PUBLIC WORKS COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Res. No. 119-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to file an application with Wisconsin Emergency Management (WEM) for a Hazard Mitigation Grant Program (HMGP) to protect the wastewater infrastructure of the City of Sheboygan, specifically the sewer system interceptor; to execute documents necessary to accept grant funds; to designate the Director of Public Works as the City's Authorized Representative; and designating \$1,788,962.53 of local matching as required by the program; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
RESOLUTION 119-23-24**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 18, 2023.

A RESOLUTION authorizing the appropriate City officials to file an application with Wisconsin Emergency Management (WEM) for a Hazard Mitigation Grant Program (HMGP) to protect the wastewater infrastructure of the City of Sheboygan, specifically the sewer system interceptor; to execute documents necessary to accept grant funds; to designate the Director of Public Works as the City's Authorized Representative; and designating \$1,788,962.53 of local matching as required by the program.

WHEREAS, Wisconsin Emergency Management via the Federal Emergency Management Agency administers the Hazard Mitigation Grant Program ("HMGP"), which provides federal funds for eligible projects that will have a significant local or regional impact and mitigation actions are actions taken to reduce or eliminate the long-term risk to life and property; and

WHEREAS, to be eligible for a HMGP grant, the City must commit to contributing \$1,788,962.53 to the project, and to other terms and conditions as set forth in the attached "General Terms and Conditions" document; and

WHEREAS, if approved, the City will receive up to \$9,180,823.22 for the construction of the new shoreline protection for the sewer system interceptor.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the Director of Public Works as the Authorized Representative for the HMGP Grant purposes identified herein and directs the Director of Public Works to submit an application to WEM for the design and construction of the new shoreline protection for the sewer system interceptor project and shall develop all necessary documents and internal controls to ensure compliance with the terms and conditions applicable to HMGP grant recipients.

BE IT FURTHER RESOLVED: That the Common Council hereby directs the Finance Director to designate \$1,788,962.53 of funds for the local match required by the program.

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
R. C. 176-23-24**

BY PUBLIC WORKS COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Res. No. 134-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Altec Inc. high-reach bucket truck and accessories for the Department of Public Works; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
RESOLUTION 134-23-24
BY ALDERPERSONS DEKKER AND RUST.**

JANUARY 2, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2024 Altec Inc. high-reach bucket truck and accessories for the Department of Public Works.

WHEREAS, the City of Sheboygan Department of Public Works owns and operates a 2002 high-reach bucket truck that is showing its age and requiring more frequent and costly repairs; and

WHEREAS, the City has included in its 2024 budget replacing the 2002 high-reach bucket truck; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City is able to purchase a 2024 Altec LR8-60E70RM high-reach bucket truck from the Altec Neenah, WI Service Center at a reduced rate through the Sourcewell Cooperative Purchasing Consortium.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Altec, Inc for the purchase of an Altec LR8-60E70RM high-reach bucket truck and accessories, including final setup and delivery, for \$225,690.00, and to sell at public auction the 2002 high reach bucket truck with proceeds being deposited with the Finance Director.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw \$225,690.00 from Account No. 730399-651400 (Motor Vehicle Fund - Heavy Equipment) for the purchase.

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

From: Adam Cox <Adam.Cox@altec.com>
Sent: Wednesday, December 20, 2023 11:46 AM
To: Ney, Rick <Rick.Ney@sheboyganwi.gov>
Subject: RE: Altec truck

Rick,

See updated quote below to reflect the addition of a disconnect switch. Let me know if you have any questions; thank you again for the opportunity.

Major unit	\$205,646
Shipping	1,896
Boxes and Tools	<u>18,148</u>
Total	\$225,690

Customer				Service Request	
Estimate #	913264			Service Request #	5902624
Customer	CITY OF SHEBOYGAN			Unit Information	
Account #	1008510	Payment Terms	CREDIT CARD	Customer Vehicle #	
Contact	TIM BULL			Model	LR8-60E70RM
Email	timothy.bull@sheboyganwi.gov			Chassis VIN #	1FVACWFDXRHVF5948
Phone		Fax		Mileage	
Mobile				Unit Serial #	1023JF4676
Altec Representative				Assy Serial #(FA)	027-1003706464
Contact	Jeffrey G Lawrence			In-Service Date	
Email	Jeff.Lawrence@altec.com				
Phone	920-289-0664	Fax			
This Estimate Expires: 09-FEB-24					
Notes:					

Item	Description	Hours	Labor	Material	Expenses	Total
1	INSTALL CUSTOMER REQUESTED STORAGE BOXES (2 UNDERBODY, 1 THROUGH BOX, 1 S/S FRONT OPENING BOX)	10.00	\$1,390.00	\$10,119.75	\$0.00	\$11,509.75
2	PROVIDE CUSTOMER WITH REQUESTED TOOLS/ACCESSORIES	0.00	\$0.00	\$5,407.30	\$0.00	\$5,407.30
3	~OPERATIONAL TEST	0.25	\$34.75	\$0.00	\$0.00	\$34.75
4	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEES	0.00	\$0.00	\$0.00	\$41.25	\$41.25
5	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$1,155.00	\$1,155.00
Totals		10.25	\$1,424.75	\$15,527.05	\$1,196.25	\$18,148.05

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

****Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:	P.O.		Date:
Signature:			Would you like to keep salvageable parts removed from the unit?
			Yes No

Altec Service Group Limited Warranty

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

Item 11.

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.

October 23, 2023
Our 94th Year**Ship To:**
TBD**Bill To:**
TBD**Altec Sales Order:** 7429796
Altec Quotation Number: 1421962 - 2
Run Number: 1378983
Account Manager:
Technical Sales Rep:
Reference WO:
Customer Inspection:
Customer Truck Number:**X7 Discrete Job:** 1015316317
X7 Configured Item: 000000000-32558850
Quantity: 1
X4 Discrete Job: 1016691594
X4 Configured Item: 000024004-32558846
System Engineer: Kyle Crist
Structural Engineer: Kyle Crist
Line Set Date: 05/11/2023

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model LR8-60E70RM Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. For installation over the rear axle and to include the following features:	1
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1
3.	Elevator Pedestal	1
4.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	1
5.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1
6.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1
7.	Platform Liner, 24 x 24 x 39 inches (610 x 610 x 991 mm), 50 kV Rating	1
8.	Hydraulic Tool Circuit at Platform: Two (2) sets of tool couplers for open center tools, one (1) set located on each side of the platform.	1
9.	Tool Circuit System Relief Pressure to be set to 2250 PSI	1
10.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	controls. This feature allows the operator to completely stow the booms, platform, and outriggers.	
11.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1
12.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.	1
	<ul style="list-style-type: none"> A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve: reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed F. Outrigger Motion Alarms 	
13.	Auxiliary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.	1
	<ul style="list-style-type: none"> A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed D. Outrigger Motion Alarms 	
14.	Hydraulic Outrigger Control Valves	1
15.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1
16.	Altec Unit Powder Painted White	1
<u>Unit and Hydraulic Acc.</u>		
17.	Subbase	1
18.	Hydraulic Reservoir, 30 Gallon, Rectangular	1
19.	Sight Gauge for Hydraulic Reservoir, Reservoir Mounted	1
20.	HVI-22 Hydraulic Oil (Standard).	35
21.	Standard Pump For PTO	1
22.	Hot shift PTO for automatic transmission	1
23.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1
24.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1

Body

Item	Description	Qty
25.	140 inch Flatbed, suitable for installing on any 4x2 or 4x4 chassis with an approximate clear CA dimension of 106-121 inches, built to the following specifications: A. Basic flatbed fabricated from hot rolled steel. B. Steel treated for improved primer bond and rust resistance. C. Primer applied to exterior of flatbed. D. Automotive underseal applied to entire underside of flatbed. E. Flatbed finish paint color - Jet Black. F. All steel flatbed, 140 inches long x 96 inches wide. G. Floor made from 10 gauge galvanneal. H. Frame built with 4 inch high structural channel. I. 3 inch high rail installed around perimeter of flatbed. J. 3 inch high pivot rail installed at sides and rear of flatbed. K. Light channels installed at curbside and streetside rear. L. LED FMVSS lights and rear strobes. M. 25 inch high u-shaped grab handle installed at rear of flatbed. N. Toe step installed at curbside rear. O. Platform rest assembly installed at curbside rear. P. Mounting provisions for E-Z step provided at the rear of flatbed. Q. Mounting provisions for bolt-on control stand. R. Steel elevator guard, 90 inch long x 40 inch wide x 42 inch high.	1
<u>Body and Chassis Accessories</u>		
26.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating A. Cab Guard Mounting Kit B. Front Supports For Cab Guard	1
27.	ICC (Underride Protection) Bumper Installed At Rear	1
28.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style) (Forestry Applications)	1
29.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1
30.	Retractable Ladder Step, Two Rungs, Textured Flat Black, Installed at Rear	1
31.	Add Interim Step (Toe Step) As Needed.	1
32.	Platform Access Ladder from Flatbed with Grab Handle	1
33.	Platform Rest, Rigid with Rubber Tube	1
34.	Lower Boom Rest Weldment	1
35.	No Automatic Lower Boom Stow Securing System	1
36.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Band Around The Outer Edges And Chain Handle	4
37.	Outrigger Pad Holder, 20" L x 20" W x 7" H, Fits 19.5" x 19.5" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
38.	Mud Flaps With Altec Logo (Pair)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
39.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
40.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1
41.	U-Shaped Grab Handle	1
42.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1
43.	Post Style Cone Holder, Painted Black (Holds up to four (4) 15 x 15 inch large cones). Installed at streetside rear of flatbed.	1
44.	Front Opening Storage Box, Steel, 60 L x 20 W x 34 H (inches), Barn Style Doors (Open in Center), Gas Props, One (1) Keyed Paddle Latch, Vented, Painted Black	1
	<p>A. Left Side: 42 inch wide Compartment with One (1) Fixed Shelf at Bottom and One (1) Adjustable Shelf - Both shelves to be rubber lined and have removable dividers on 4 inch centers.</p> <p>B. Right Side: 18 inch wide Compartment with Six (6) Material Hooks (3-0-3) installed as high as possible.</p> <p>C. Installed at curbside front of flatbed, flush with retaining rails.</p>	
45.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1
46.	Driveaway Safety Kit	1
47.	Vinyl manual pouch for storage of all operator and parts manuals	1
<u>Electrical Accessories</u>		
48.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
49.	4-Corner Strobe Lighting, Amber LED, Two (2) Round Lights in Front Corners of Cab Guard and Two (2) Round Lights at Rear	1
50.	Strobe Lights Wired Battery Hot	1
51.	Dual Tone Back-Up With Outrigger Motion Alarm	1
52.	PTO Hour Meter, Digital, with 10,000 Hour Display	1
53.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
54.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1
55.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
56.	Install secondary stowage system.	1
57.	Install Outrigger Interlock System	1
58.	Heavy Duty Secondary Stowage Pump	1
59.	No Upper Boom Out of Stow Indicator	1
60.	No Lower Boom Out of Stow Indicator	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
61.	PTO Indicator Light Installed In Cab	1
<u>Finishing Details</u>		
62.	Powder Coat Unit Altec White	1
63.	Finish Paint Body Accessories Above Body Floor Altec White	1
64.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
65.	Vehicle Height Placard, Installed In Cab	1
66.	Apply Non-Skid Coating to all walking surfaces	1
67.	English Safety And Instructional Decals	1
68.	Placard, HVI-22 Hydraulic Oil	1
69.	Dielectric test unit according to ANSI requirements.	1
70.	Stability test unit according to ANSI requirements.	1
71.	Focus Factory Build	1
72.	Delivery Of Completed Unit	1
73.	Inbound Freight	1
74.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
75.	AR06 WD FL AL2 HB HS - Altec Reserve Spec AR06, LR8-60E70RM, Altec White, Freightliner M2 4x2, Diesel, Allison 2500 RDS, Hydraulic Brakes, Hot Shift PTO	1
76.	Stock Unit	1
<u>Chassis</u>		
77.	Altec Supplied Chassis	1
Sales Text: 000000222-970825477 Last Updated By: Brian Chen on 11-MAY-2023 15:53		
78.	Altec Stock Chassis	1
A.	2024 Model Year	
B.	Freightliner M2-106	
C.	Regular Cab	
D.	4x2 Drivetrain	
E.	Chassis Color - White	
F.	Cummins B6.7 Engine	
G.	240 HP Engine Rating	
H.	Allison 2500 RDS Automatic Transmission	
I.	Hydraulic Brakes	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
J.	Clear Cab to Axle Length - 87 inches Actual Cab to Axle Length - 90 inches	
K.	26,000 LBS Gross Vehicle Weight Rating (GVWR)	
L.	12,000 LBS Front Axle Weight Rating (FAWR)	
M.	19,000 LBS Rear Axle Weight Rating (RAWR)	
N.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Behind Cab-Horizontal)	
O.	Park Brake In Rear Wheels	
P.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	
Q.	Freightliner - Pre-Wire Chassis with No Cab Backwall Pass-Thru (33U-011)	
R.	No Idle Engine Shut-Down Required	
S.	Air Conditioning	
T.	AM/FM Radio	

Additional Pricing

79.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
-----	---	---

Altec Industries, Inc.

BY _____

Brian Chen , Technical Sales Representative

<u>Unselected Items</u>	
<u>Item Number</u>	<u>Description</u>
<u>New Selected Items</u>	
<u>Item Number</u>	<u>Description</u>

Notes:

Job #: 1015316317

Plant #: 027

Unit: LR8-60E70RM

**Customer: SOUTHERN LINE CONTRACTORS
INC**

Curb-Side View (Compartments Closed)



Street-Side Front Corner View



Curb-Side Front Corner View



Street-Side View (Compartments Closed)



Street-Side Rear Corner View



Curb-Side Rear Corner View



Curb-Side Tailshelf



Street-Side Tailshelf



Rear Tailshelf



Rear View



**CITY OF SHEBOYGAN
R. C. 175-23-24**

BY PUBLIC WORKS COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Res. No. 131-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Volvo ECR145EL Crawler Excavator with Bucket and Trailer accessories for the Department of Public Works; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
RESOLUTION 131-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 2, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2024 Volvo ECR145EL Crawler Excavator with Bucket and Trailer accessories for the Department of Public Works.

WHEREAS, the City has included in its 2024 budget the purchase of a crawler-type excavator for the Department of Public Works; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City may purchase a 2024 Volvo ECR145EL Crawler Excavator, Bucket and Trailer from Aring Equipment Company, Inc. of Butler, Wisconsin, at a reduced rate as a member of the Sourcewell Cooperative Purchasing Consortium.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Aring Equipment Company, Inc. for a 2024 model Volvo ECR145EL Crawler Excavator, Krypto-Klaw bucket, and a heavy-duty trailer for the transportation of same, including final setup, training, and delivery for \$281,100.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$281,100.00 from Account No. 730399-651400 (Motor Vehicle Fund - Heavy Equipment) for the purchase.

BE IT FURTHER RESOLVED: That following receipt, training, and commissioning of the new excavator, the 2001 Model Hyundai 200W-3 rubber-tired excavator shall be prepared and sold at public auction and the proceeds deposited with the Finance Director.

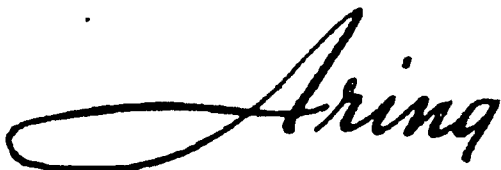
PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



EQUIPMENT COMPANY, INC.

13001 W. SILVER SPRING DR. • BUTLER, WI 53007

MAILING ADDRESS: P.O. BOX 912 BUTLER, WISCONSIN 53007-0912
PHONE (262) 781-3770
FAX (262) 781-3495

BRANCH OFFICES:

MADISON, WI
5005 Cake Parkway
DeForest, WI 53532
(608) 846-9600

GREEN BAY WI
1800 N. Ashland Ave.
P.O. Box 5276
DePere, WI 54115-5276
(920) 336-3601

EAU CLAIRE, WI
2727 Alpine Rd.
P.O. Box 478
Eau Claire, WI 54702-0478
(715) 835-6133

May 16, 2023

City of Sheboygan

ARING EQUIPMENT COMPANY is pleased to offer the following quotation for your consideration:

ONE –Volvo ECR145EL Crawler Excavator

Equipped as follows:

- Boom 15'1"
- Arm 9'10"
- Linkage with Lifting Eye, GP
- Decal Kit NA
- Roller Guard STD
- Belly Cover STD
- Engine NA
- Cooling System High Capacity
- Quick Hyd. Oil Fill Connection
- Delayed Engine Shutdown
- Anti-Vandal Mounting Brackets on Cab
- CareCab w/ Opening Hatch
- Seat, Air Suspension w/ Heater & X-Isolator
- Seatbelt, 3" Retractable
- Air Conditioning, ACC (automatic climate control)
- Universal Key
- Radio w/ MP3, USB & Bluetooth
- Travel Alarm
- Battery Switch Protector
- Volvo Smart View on Instrument Cluster
- CareTrack, GSM/Satellite
- CareTrack Connectivity 4 yr. Subscription
- De activate SAT
- Hydraulic Oil ISO VG46
- Pre-setting for Hyd. Pressure
- X1 2 Pump Double Acting Piping
- X1 2-Switch Control, On/Off, Double Acting
- Quick Fit Piping, UQF

- Pilot Control Pattern Change
- Straight Travel Pedal
- Boom Float Function
- Manual, English
- Counterweight, 7060 lbs.
- Under Cover HD, 4.5mm Superstructure
- Frame Lifetime Guarantee
- Track Pads, 20" with Add-on Rubber Pads
- Lower Frame D/Blade-Foldable Steps
- Work Lights on Deck & Boom, LED
- Flashing Beacon, LED
- Dig Assist 2D
- Extra Work Lights Cab Front/Rear, CWT Boom & RH Side, LED
- XT Pedal Control, Proportional
- VQC U14 Hydraulic Pin-grabber Coupler
- 41" Pin-on GP (V4) Bucket .86yd 4 15GPE teeth, weld-on side cutters

PRICE.....\$ 208,850.00

Options:

- 36" Krypto Klaw Bucket - \$35,300
- Trail King TK40LP Trailer - \$36,950

PRICE with Options.....\$281,100.00

Prices shown are for an existing order. Prices will be an additional 2% if placed as a special order. Special orders currently have a 12+ month lead time.

Sincerely,

Jason Nuss, Territory Manager

**CITY OF SHEBOYGAN
R. C. 177-23-24**

BY PUBLIC WORKS COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Res. No. 136-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Toro Groundsmaster wide-area mower and accessories for the Department of Public Works; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
RESOLUTION 136-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 2, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2024 Toro Groundsmaster wide-area mower and accessories for the Department of Public Works.

WHEREAS, the City of Sheboygan Department of Public Works owns and operates a 2010 Jacobson HR 9016 wide-area mower for maintaining large grassy areas of City property, which is showing its age and requiring more frequent and costly repairs; and

WHEREAS, the City has included replacing the 2010 mower in the 2024 budget; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City may purchase a 2024 Toro Groundsmaster wide-area mower from Reinders Inc. of Elm Grove, Wisconsin, at a reduced rate.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Reinders Equipment, Inc. for the purchase of a Toro Groundsmaster 5910 wide-area mower and accessories, including final setup and delivery, for \$156,267.23 and to sell at public auction the 2010 Jacobson HR 9016 wide-area mower.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$156,267.23 from Account No. 730399-651200 (Motor Vehicle Fund - Light Equipment) for the purchase.

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

Reinders

Quote

Account: 100968
City of Sheboygan
 2026 New Jersey Ave.
 Sheboygan, WI 53081
 Attn: Rick

Prepared By:
Derek Kastenschmidt
 Territory Manager
 13402 Watertown Plank Rd.
 Elm Grove, WI 53122-2229
 Cell (414) 313-5260
 Fax (262) 786-6111
dkastenschmidt@reinders.com

<u>Quote ID</u> DKGM5910111523	Prices are subject to change without notice
<u>Quote Date</u> 11/15/23	Contract Quote

Sourcewell #031121-TTC / Omnia #2017025

QTY	CODE	DESCRIPTION	SUGGESTED LIST	TOTAL
1	31699	Groundsmaster 5910 (T4)	\$190,435.00	\$148,539.30
1	31604	Leaf Mulching Kit	\$3,435.00	\$2,679.30
10	93-5973	10 Inch Foam Filled Caster Wheel Assembly	\$2,609.30	\$2,035.25
1	44958	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018)	\$528.76	\$412.43



Configured Contract Price:	\$153,666.29
Dealer Assembly & Delivery:	\$1,536.66
Trade Totals:	<u>\$0.00</u>
Final Sale Price:	\$155,202.95

ORDER ACCEPTANCE AGREEMENT

Sourcewell 

City of Sheboygan

OMNIA


- Due to ongoing volatility in commodity prices and logistics costs, Reinders is unable to guarantee pricing, lease rates or lease payments.
- Changes in prices will be presented to you prior to delivery and you have the right to opt out of this purchase at any time prior to set-up, with no additional charges or penalties for cancelation.
- Reinders may require a signed UCC Form prior to delivery.
- 1% service fee will be added to all credit card transactions.
- Financed products are a transaction between the lessee and your lease company. Reinders cannot ship any product until approved for shipment by the Lessor.
- Due to product availability, separate finance documents and schedules will be enforced when leasing multiple traction units.
- All applicable federal, state, and local taxes levied on the transaction as described in this quotation is the purchaser's responsibility. No tax exemptions will be recognized unless a valid tax exemption certificate is provided or is on file.
- Requested changes in regards to the quantities, specifications, schedule, financing, or other aspects of the services described in this quotation are not binding unless accepted by Reinders in writing and may accrue additional charges.

✓ Please sign below. This confirms that you are giving Reinders permission to order the products on the quote I.D. listed below and that you agree to the terms of the order acceptance.

Quote I.D. #: DKGM5910111523

Print Name: Rich Ney

Signature: [Signature]

Date: 11-15-23



Reinders is a Proud Supporter of the following



Reinders

Quote

Account: 100968
City of Sheboygan
 2026 New Jersey Ave.
 Sheboygan, WI 53081
 Attn: Rick

Prepared By:
Derek Kastenschmidt
 Territory Manager
 13402 Watertown Plank Rd.
 Elm Grove, WI 53122-2229
 Cell (414) 313-5260
 Fax (262) 786-6111
dkastenschmidt@reinders.com

<u>Quote ID</u> DKGM5910tire	Prices are subject to change without notice
<u>Quote Date</u> 11/15/23	Contract Quote



QTY	CODE	DESCRIPTION	TOTAL
1	131-2380	Front Tire Rim	\$749.28
1	127-3509	Rear Tire Rim	\$315.00

ORDER ACCEPTANCE AGREEMENT



City of Sheboygan



- Due to ongoing volatility in commodity prices and logistics costs, Reinders is unable to guarantee pricing, lease rates or lease payments.
- Changes in prices will be presented to you prior to delivery and you have the right to opt out of this purchase at any time prior to set-up, with no additional charges or penalties for cancelation.
- Reinders may require a signed UCC Form prior to delivery.
- 1% service fee will be added to all credit card transactions.
- Financed products are a transaction between the lessee and your lease company. Reinders cannot ship any product until approved for shipment by the Lessor.
- Due to product availability, separate finance documents and schedules will be enforced when leasing multiple traction units.
- All applicable federal, state, and local taxes levied on the transaction as described in this quotation is the purchaser's responsibility. No tax exemptions will be recognized unless a valid tax exemption certificate is provided or is on file.
- Requested changes in regards to the quantities, specifications, schedule, financing, or other aspects of the services described in this quotation are not binding unless accepted by Reinders in writing and may accrue additional charges.

✓ Please sign below. This confirms that you are giving Reinders permission to order the products on the quote I.D. listed below and that you agree to the terms of the order acceptance.

Quote I.D. #: DKGM5910tire

Print Name: Rick Neu

Signature: [Signature]

Date: 11-15-23



Reinders is a Proud Supporter of the following



**CITY OF SHEBOYGAN
R. C. 179-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred R. O. No. 86-23-24 by the City Clerk submitting a license application (Suma Brothers Inc.); recommends granting the application.

Committee:

_____	_____
_____	_____
_____	_____

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
R. O. 86-23-24**

BY CITY CLERK.

DECEMBER 18, 2023.

Submitting a license application.

“CLASS B” LIQUOR LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3626	Suma Brothers Inc. (Harry's Diner)	2504 Calumet Drive

**CITY OF SHEBOYGAN
R. C. 180-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred R. O. No. 89-23-24 by the City Clerk submitting various license applications; recommends granting the applications.

Committee:

_____	_____
_____	_____
_____	_____

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
R. O. 89-23-24**

BY CITY CLERK.

JANUARY 2, 2024.

Submitting various license applications.

CLASS "B" BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3627	Ananda Marketing LLC (Andy's Restaurant & Bar)	2927 S. 8 th Street

"CLASS C" LICENSE (June 30, 2024) (NEW)

3627	Ananda Marketing LLC (Andy's Restaurant & Bar)	2927 S. 8 th Street
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**CITY OF SHEBOYGAN
R. C. 182-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Res. No. 132-23-24 by the Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the documents necessary to purchase a new Pierce Manufacturing Quint Engine for the Sheboygan Fire Department.; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
RESOLUTION 132-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

JANUARY 2, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the documents necessary to purchase a new Pierce Manufacturing Quint Engine for the Sheboygan Fire Department.

WHEREAS, in accordance with a plan to continuously upgrade and improve the Sheboygan Fire Department's fleet of firefighting apparatus so as to assure a constant state of response readiness, the City included the purchase of a new Quint Engine (to replace an older engine) in the 2024 Capital Improvements Budget; and

WHEREAS, the current estimated delivery time for the Quint Engine is 37-40 months from when the City places its order – due to the custom-built nature of the Quint Engine – so ordering the Quint Engine now will result in the City taking receipt of the vehicle in early 2027; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, as a member of the Sourcewell Purchasing Consortium, the City may purchase a new Quint Engine from Fire Apparatus and Equipment, Inc. of Appleton, Wisconsin at a reduced rate; and

WHEREAS, by prepaying for the Quint Engine, the City is able to obtain additional price reductions.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent may issue a Purchase Order to Fire Apparatus and Equipment, Inc., for the purchase of a Quint Engine with the options as set forth in the attached Option List and Estimate.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw \$1,380,248.00 from Account No. 400200-651100 (Capital Projects – Public Safety – Vehicles).

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



FIRE APPARATUS AND EQUIPMENT, INC.
5793 W Grande Market Dr., Suite C
Appleton, WI 54913 US
+1 9205743410

Item 16.

ADDRESS

Sheboygan Fire Dept.
City Purchasing Department
828 Center Ave. - Suite 208
Sheboygan, WI 53081

SHIP TO

Sheboygan Fire Dept.
Sheboygan Dept. of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

Estimate 3080

DATE 12/20/2023

EXPIRATION DATE 01/26/2024

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Truck One (1) Velocity PUC quint per department specifications, proposal #968 Estimated lead time for a BMP configuration is 37-40 months. Possible discounts for prepayments: Prepay chassis only 120 days before delivery - discount of \$16,200. Prepay aerial device 120 days before delivery - discount of \$6590. Prepay 100% with purchase order - above discounts plus additional interest of \$196,812. This is based on a higher interest rate and longer lead time. Let me know if you would like other terms calculated.	1	1,599,850.00	1,599,850.00
PPI Clause If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.	1	0.00	0.00

TOTAL

\$1,599,850.00

Accepted By

Accepted Date



Option List

12/2 Item 16.

Customer:	Sheboygan Fire Dept.	Bid Number:	968
Representative:	Niles, Leslie	Job Number:	
Organization:	Fire Apparatus & Equipment, Inc	Number of Units:	1
Requirements Manager:		Bid Date:	04/21/2023
Description:	Sheboygan Quint	Stock Number:	
Body:	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	Price Level:	47 (Current: 47)
Chassis:	Impel Chassis, Aerials, Single Axle, Ascendant PUC-NG	Lane:	Unknown 1-2

Line	Option	Type	Option Description	Qty
1	0766640		Boiler Plates, Aerial 107' ASL	1
			Fire Department/Customer - Sheboygan Fire Department	
			Operating/In conjunction W-Service Center - In Conjunction	
			Miles - 50 Miles	
			Number of Fire Dept/Municipalities - 25	
			Bidder/Sales Organization - FAE	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - FAE/Red Power Diesel	
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option will be Required at Booking	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533351		Quint Fire Apparatus	1
9	0588612		Vehicle Certification, Aerial w/Pump	1
10	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
11	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
12	0536644		Customer Service Website	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0816569		Performance Bond, Not Requested, PPI Terms	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0889132		Impel Chassis, Aerials, Single Axle, Ascendant PUC-NG	1
19	0000110		Wheelbase	1
			Wheelbase - 233"	
20	0000070		GVW Rating	1
			GVW rating - 56,300#	
21	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
22	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
23	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
24	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0804562		Tires, Front, Michelin, XZE (wb), 425/65R22.50, 20 ply, Fire Service Speed Rtnng	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0598516		Axle, Rear, Meritor RS30-185, 33,500 lb, Imp/Vel/DCF	1
30	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
31	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Enf	1
32	0000485		Oil Seals, Rear Axle	1
33	0741399		Spring Package, Auxiliary, Timbren	1
34	0809701		Tires, Rear, Michelin, XDN2 Grip, 315/80R22.50, LRL, Single, Fire Serv Load	1
35	0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
38	0801909		Lug Nut, Covers, Chrome	1
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1

Line	Option	Type	Option Description	Qty
41	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires) Qty, Pair - 02	2
42	0601009		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials Qty, Pair - 02 Location, Wheel Chocks - Right Side Tractor Rear Tire and Left Side Rear Tire, Rearward	2
43	0010670		ABS Wabco Brake System, Single rear axle	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
46	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
47	0000786		Brake Reservoirs, Four Paint Color, Air Tanks - Job color (lower)	1
48	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
51	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
52	0810946		Engine, Cummins X10, 450 hp, 1650 lb-ft, W/OBD, EPA 2027, Imp/Vel	1
53	0000000	STF	Engine Contingency Adjustment	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
56	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
57	0123135		Air Intake, w/Ember separator, Imp/Vel	1
58	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - 2.00" Past Rub Rail (Standard) Tip, Exhaust - Straight Tip (Standard)	1
59	0787999		Radiator, Impel/Velocity	1
60	0511425		Cooling Hoses, Rubber	1
61	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
62	0001129		Lines, Fuel	1
63	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Polished Stainless	1
64	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
65	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
66	0699437		Cooler, Chassis Fuel, Not Req'd.	1
67	0690880		No Selection Required From This Category	1
68	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
69	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf Trans, ratio - 4500 EVS, 6Spd	1
70	0517604		Transmission Programming, Park to Neutral, PUC	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
74	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
75	0621843		Steering Wheel, 4 Spoke without Controls, Impel	1
76	0690274		Logo/Emblem, on Dash Text, Row (1) One - SHEBOYGAN Text, Row (2) Two - FIRE Text, Row (3) Three - DEPT.	1
77	0090515		Hitch, Receiver, Front, 10,000 lbs, Custom Chassis	1
78	0123625		Bumper, 19" Extended, Imp/Vel	1
79	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
80	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
81	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
82	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1

Item 16.

Line	Option	Type	Option Description	Qty
83	0668320		Cab, Impel FR, 7010 Raised Roof w/Notch, PUC	1
84	0724237		Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	1
85	0887600		Cab Insulation, Impel/Velocity FR	1
86	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
87	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
88	0803676		Grille, Bright Finished, Front of Cab, Impel	1
89	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
90	0527034		Trim, S/S Band, Across Cab Face, Rect Lights, Impel	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
91	0015440		No Chrome Molding, On side of cab	1
92	0590424		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
93	0072188		Mirror, Down View, Passenger Side for Driver, 8" Round	1
94	0667942		Door, Half-Height, Impel FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
95	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
96	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
97	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
98	0606691		Steps, 4-Door Cab, Dual, 2" Larger Middle and Bottom Steps, Imp/Vel	1
			Light, Step, Additional - P25 LED	
99	0770192		Handrail, Exterior, Hansen, Knurled, Alum, Black, 4-Door Cab	1
100	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Chrome Housing	
101	0002140		Fenders, S/S on Cab	1
102	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
103	0568605		Not Required, Interior Trim, No Cab Side Windows	1
104	0012090		Not Required, Windows, Front/Side of raised roof	1
105	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
106	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
107	0664452		Bracket, Air Bottle, Zico, ULLH, Load & Lock	1
			Location - on the PacTrac low on the DS outboard position in crew cab	
			Qty, - 01	
108	0664351		Pac Trac, Installed in Cab/Crew Cab	2
			Location - outboard FF positions	
			Qty, - 02	
109	0748680		Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Cab Interior Rear Wall Material - Painted Aluminum	
110	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
111	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
112	0741239		HVAC, Heavy-Duty, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
113	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
114	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
115	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
116	0122516		Fluid Check Access, Imp/Vel	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
117	0642926	SP	Map box, 3 bin/30 deg slant, 13.50" Wide, Custom Chassis	1
			Location - mount at final	
			Qty, - 1	
118	0894993	SP	Box, Open from Top, Custom Chassis, 8 W x 4 H x 16 D	1
			Location - officer's side of engine tunnel	
119	0583042		Side Roll and Frontal Impact Protection	1
120	0622619		Seating Capacity, 4 Seats	1
121	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1

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Line	Option	Type	Option Description	Qty
122	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety	1
123	0002517		Not Required, Radio Compartment	1
124	0771843		Cabinet, Rear Facing, LS, 24 W x 40.5 H x 30.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Interior, Right Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
125	0102783		Not Required, Seat, Rr Facing C/C, Center	1
126	0767510		Cabinet, Rear Facing, RS, 21.5 W x 40.5 H x 26.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - spring clip and hook	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Exterior, Right Side and Pierce, Interior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip and (1) Shelf, Adjustable, 0.75" Flange Down	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
127	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
128	0694671		Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, SCBA, Safety, 8" Space	1
129	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
130	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
131	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
132	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
133	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
134	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
136	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
137	0631776		Not Required, Overhead Map Lights	1
138	0555812		Handlts, (2) Streamlight, Fire Vulcan, 44451 C4 LED, Tail lights, 12v, Orange	1
			Location, Lights - TBD	
139	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
140	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
141	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
142	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
143	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
144	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
145	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
146	0002615		Switch, Aerial 12V Master	1
147	0002617		PTO switch, w/light - aerial	1
148	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - RS EMS compartment	

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Line	Option	Type	Option Description	Qty
149	0686687		Wiring, Spare, 37.5 A 12V DC, Customer Install Radio, 30A Sw Bat, 7.5A Ign Grnd Qty, - 01 Location - behind officer's seat	1
150	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery direct Location - officer dash	1
151	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash	1
152	0547505		Wiring, Spare, 10 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location - RS EMS cabinet	1
153	0636439		Wiring, Spare, 37.5 A 12V DC, Cust Install Radio, 30A Bat Dir, 7.5A Ign & Grnd Qty, - 01 Location - center overhead	1
154	0814601		Vehicle Information Center,LCD On Gauge Cluster,7" Clr Disp,Touchscrn,Imp,CL714 Location, CZ Display - DS Instrument Panel, Impel Camera System System Of Measurement - US Customary	1
155	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
156	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
157	0806871		Speaker, Amplified, On/Off, Vol Cntr, Two-Way Radio in Cab, 410 Location - headliner center Qty, - 02 Location, Wiring - p) officer overhead switch panel	2
158	0616382		Install Customer Provided GPS/Multimode Antenna(s) Qty, - 01	1
159	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
160	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714 Camera System Audio - Speaker Near Drivers Knee (VEL/IMP/Dash CF ONLY)	1
161	0814831		Not Required, Camera Switcher	1
162	0890427		Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
163	0896456		Prognostics, Electrical System	1
164	0730601		Electrical System, Impel ESP, Cummins, Paccar	1
165	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
166	0008621		Battery System, Single Start, All Custom Chassis	1
167	0123174		Battery Compartment, Imp/Vel	1
168	0813848		Charger, Sngl Sys, IOTA, DLS-75, 75 amp, IQ4 Controller	1
169	0814869		Location, Cab, Charger, Behind Driver Seat	1
170	0814945		Location, Cab, Ind/Remote, Driver's Step Area	1
171	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
172	0026800		Shoreline Location Location, Shoreline(s) - DS Step Well	1
173	0655853		Electric Power Only, Portable Winch, Black & Red Covers, Qty 4 Plugs Location - all 4 receivers	1
174	0647728		Alternator, 430 amp, Delco Remy 55SI	1
175	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
176	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1

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Line	Option	Type	Option Description	Qty
177	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
178	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
179	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
180	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts Light Guard - Without Guard	1
181	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body Qty, Lights, Pair - 1	1
182	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
183	0085910		Lights, Backup Included in Signal Cluster	1
184	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Black Housing	1
185	0589905		Alarm, Back-up Warning, PRECO 1040	1
186	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
187	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
188	0615867		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 1lt, Turntable Access Control, Perimeter Lts - PS Switch Panel and Parking Brake Applied	1
189	0896454		Enhanced Software for Perimeter Lts	1
190	0679615		Bracket, Alum. Trdplate, 12V Surface Mounted Flood Lights, Compt Top, Each Location - above LS2/RS2	2
191	0776357		Qty, - 02 Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 02 Location, driver's/passenger's/center - 1DS & 1PS 15 Deg Out Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	2
192	0768059		Lights, WIn, PCPSM2* Pioneer, 12 VDC, 2nd Location - behind crew cab door, PS Qty, - 01 Color, WIn Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	1
193	0768061		Lights, WIn, PCPSM2* Pioneer, 12 VDC, 1st Location - behind crew cab door, DS Qty, - 01 Color, WIn Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	1
194	0763610		Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 1st Location - above LS2 Qty, - 01 Color, WIn Lt Housing - Black Cover Control, Scene Lts - DS Scene Lts	1
195	0763608		Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 2nd Location - above RS2 Qty, - 01 Color, WIn Lt Housing - Black Cover Control, Scene Lts - PS Scene Lts	1
196	0898617		Lights, Hose Bed, Sides, Dual Strips, 45 Ends Control, Hose Bed Lts - Cup Switch At Rear SS	1
197	0709438		Lights, Walk Surf, FRP Flood, LED	1
198	0612611		Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	1
199	0554271		Body Skirt Height, 20"	1
200	0552511		Tank, Water, 500 Gallon, Poly, Ascendant Single Axle, PAL, PUC	1
201	0003405		Overflow, 4.00" Water Tank, Poly	1
202	0028104		Foam Cell Required	1
203	0633066		Sleeve, Through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
204	0003429		Not Required, Direct Tank Fill	1
205	0624711		Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
206	0723546		DA Finished Hose Bed/Cargo Area	1
207	0003492		Hose Bed Capacity, Special Amount, Ascendant, 100AAT, PAP, PAL Capacity, Hosebed - 500 ft. of 5"/500 ft. of 2.5"	1

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Line	Option	Type	Option Description	Qty
208	0604069		Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
209	0009898		Divider, Adjustable, In Hose Bed, PAL/PAP	1
210	0670766		Running Boards, Flip Out, PUC, Aerial	1
211	0735739		Turntable Steps, Swing-Down, LS Only, Non-TCO, Ascendant Single Axle	1
			Step, Flip - No Flip Step	
			Body Handrail Finish - knurled aluminum	
			Step Retention - black rubber plungers	
			Step Surface, Turntable - Punched Grip	
			Latch, Step Well - Southco C2 Chrome Raised	
212	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Park Brake	
213	0690023		Wall, Rear, Smooth Aluminum	1
214	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
215	0624701		Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
216	0624699		Compt, LS F/H, Roll Drs, Ascendant Single Axle	1
217	0624694		Compt, LS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
218	0023672		Compt, IPO Stairs, Not Required, LS	1
219	0624693		Compt, RS F/H, Roll Drs, Ascendant Single Axle	1
220	0708788		Compt, RS Turntable, F/H, Roll Dr, One (1) Large Rear Compt, Ascendant Single Axle	1
221	0708767		Compt, IPO Stairs, Not Required, RS, Ascendant Single Axle	1
222	0615264		Compt, Rear, Gortite Rollup Door, Ascendant Single Axle	1
223	0603628		Doors, Gortite, Rollup, Side Compartments, Ascendant Single Axle	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
224	0624690		Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
225	0603086		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Ascendant SA	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
226	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
227	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	8
			Qty, Shelf - 08	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	
228	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	
			Material Finish, Tray - Painted - Spatter Gray	
229	0603179		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	
			Material Finish, Tray - Painted - Spatter Gray	
230	0595085		Toolboard, Swing-out, Alum, .188", Pac Trac	1
			location - LS2	
			Qty - 1	
			Location, Pivot - Back	
			Mounting, Toolboard - Adjustable Frt-back	
231	0726447		Partition, Vertical Compt, Adjustable	3
			Qty, Partition - 03	
			Location - TBD	
232	0028026		Matting, Turtle Tile, Compartment Shelving Only	12
			Location - all shelves and trays	
			Qty, Shelf - 12	
			Color - 1) black	
233	0659383		Matting, Turtle Tile w/Ramp, Compartment Floors	2
			Location - floors without trays	
			Qty, Comp. Accessory - 02	
			Color - 1) black	
			Color, Tile Edge - black	
234	0797957		Pac Trac, Installed on Compartment Wall, Back Wall Only	1
			Location - TBD	

Item 16.

Line	Option	Type	Option Description	Qty
234			Qty, Comp. Accessory - 01	
235	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
236	0565606		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G	1
237	0519849		Not Required, Hose, Hard Suction	1
238	0773292		Handrails Located @ Front Body, Hansen Tubing, Black	1
239	0074030		Compt, Air Bottle, Double, Fender Panel, Aluminum, Bolt-In, 3rd Gen	4
			Qty, Air Bottle Comp - 4	
			Location, Air Bottle - (1) LS Ahead Rr Wheel, (1) LS Behind Rr Wheel,	
			(1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
240	0528986		Storage Bin, Extinguisher(s), Size Feature	3
			Location, Bracket/comp. - TBD	
			Qty, - 03	
			Size - TBD	
241	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	1
			Qty, - 1	
242	0600821		Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Extension Ladder - ladder storage	
243	0652176		Ladder, (2) 16' Duo-Safety 875-DR Roof	1
244	0024233		Not Required, Attic Extension Ladder	1
245	0600819		Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Folding Ladder Aerial - ladder storage	
246	0624687		Ladders Stored at Rear, Ascendant Single Axle, Smooth Aluminum Doors	1
247	0600674		Lights, Torque Box Ladder Storage, Not Required, Ascendant Single, 75' HAL	1
248	0775907		Pike Pole, 12' DUO Safety, Fiberglass	2
			Qty, - 02	
249	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02	
			Location - ladder storage	
250	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	2
			Qty, - 02	
			Location - ladder storage	
251	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
252	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
253	0024388		No Steps Required, Front Of Body	1
254	0553873		Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP	1
			PUC	
255	0520016		Not Required, Pumphouse Structure, PUC	1
256	0889383		Pump, Pierce, 2000 GPM, Single Stage, PUC-NG	1
257	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
258	0802234		Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	1
259	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
260	0515829		Pump Shift, Sure-Shift	1
261	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
262	0515835		Auxiliary Cooling System, PUC	1
263	0014486		Not Required, Transfer Valve, Single Stage Pump	1
264	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
265	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - No Mode/Default Press Setting	
266	0072153		Primer, Trident, Air Prime, Air Operated	1
267	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
268	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
269	0795135		Plumbing, Stainless Steel, w/Foam System	1

Item 16.

Line	Option	Type	Option Description	Qty
270	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
271	0014650		Pump Suction Tube(s), Short, All	1
272	0648368		Valve, Pierce BFV, w/Relief, LS Main Inlet, 6", Electric, Manual Override, PUC	1
273	0648369		Valve, Pierce BFV, w/Relief, RS Main Inlet, 6", Electric, Manual Override, PUC	1
274	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
275	0084610		Valves, Akron 8000 series- All	1
276	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
277	0004700		Control, Inlet, at Valve	1
278	0004660		Inlet (1), Left Side, 2.50"	1
279	0029147		Not Required, Inlet, Right Side	1
280	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
281	0897254		Inlet, 4" to 6" Front, 5" Plumbing, 4.00" Valve, w/Bleeder, Top of Bumper	1
			Inlet, Size - Five	
			Drain, Suction - T Swing Handle	
			Inlet, Front, Plumbing - Stainless Steel	
282	0767502		Control, Front Inlet, Akron 9333 Elec Controller	1
283	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
284	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
			Inlet, Size - 5.00" Inlet	
			Inlet Bleeder - Quarter-Turn Style Bleeder	
			Finish, Front Inlet Elbow/Adapter - Chrome	
285	0004788		Cap, Front Inlet, Long Handle, VLH	1
286	0092569		No Rear Inlet (Large Dia) Requested	1
287	0064116		No Rear Inlet Actuation Required	1
288	0092696		Not Required, Cap, Rear Inlet	1
289	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
290	0092568		No Rear Auxiliary Inlet Requested	1
291	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
292	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
293	0595508		Outlet, Tank Fill, 1.50", PUC	1
294	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
295	0516755		Outlet, Left Side, 2.50" (2), PUC	1
296	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
297	0092570		Not Required, Outlets, Left Side Additional	1
298	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
299	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
300	0021134		Not Required, Elbow, Right Side Outlets	1
301	0092571		Not Required, Outlets, Right Side Additional	1
302	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
303	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
304	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
305	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
306	0798521		Outlet, Rear, 2.50", Through Tank, Ascendant Single Axle	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
307	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
308	0092574		Not Required, Outlet, Rear, Additional	1
309	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
310	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
311	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
312	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
313	0029106		Not Required, Deluge Outlet	1
314	0029302		No Monitor Requested	1
315	0029304		No Nozzle Req'd	1
316	0029107		No Deluge Mount	1
317	0527482		Waterway Outlet & Control, PUC	1

Item 16.

Line	Option	Type	Option Description	Qty
318	0739945		Crosslay Module, Full Width, Boom Compartment, Roll Up Doors, Aerial, PUC	1
319	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted Two Tone Slanted	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Drip Pan - Drip Pan Not Required	
320	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
321	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
322	0749403		Mounting, Stokes, Upper Crosslay Module, Strap, PUC	1
			Size, Stokes Basket - 88" long x 24" wide x 9" deep	
323	0661221		Tray(s), Poly, Special Size, IPOS	3
			Location - all three crosslays	
			Qty, - 03	
			Size - TBD	
324	0693973		Foam Sys, Husky 12, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower	
			Front, Front Bumper Center, Rear Outlet Left Side and Crosslay Upper	
325	0012126		Not Required, CAF Compressor	1
326	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
327	0031896		Demonstration, Foam System, Dealer Provided	1
328	0567745		Foam Cell, 25 Gallon, Not Reduce, PUC	1
			Type of Foam - Class "A"	
			Foam, Brand Name - TBD	
329	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
330	0091079		Not Required, Foam Tank #2	1
331	0091112		Not Required, Foam Tank #2 Drain	1
332	0738072		Approval Dwg, Pump Panel(s), Not Required	1
333	0032479		Pump Panel Configuration, Control Zone	1
334	0579545		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1
335	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
336	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
337	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
338	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
339	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
340	0005601		Throttle, Engine, Incl'd w/Press Controller	1
341	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
342	0549333		Indicators, Engine, Included with Pressure Controller	1
343	0770778		Cold Climate Pkg, Enclosure, Gauge Htr, Water Htr, Improved Ground Clearance,PUC	1
344	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
345	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
346	0750526		Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1
347	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Black Trim	
348	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
349	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
350	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
351	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
352	0757092		Control, Air Horn, Multi Select	1
353	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
354	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon Rope	
355	0534828		Siren, WIn 295SL101, 100 or 200W Removable Mic	1
356	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	

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Line	Option	Type	Option Description	Qty
357	0076156		Control, Elec Siren, Head Only	1
358	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
359	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
360	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
361	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
362	0748305		Control, Mech Siren, Multi Select	1
363	0748282		Control Mech Siren, Ft Sw LS	1
364	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
365	0746353		Not Required, Warning Lights Intensity	1
366	0794679		Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRWR RWRRR, 30 deg	1
			Filter, Whl Freedom Ltbrs - No Filters	
367	0691523		Wiring Only, Opticom Emitter, Location	1
			Location - TBD	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - no activation	
368	0898734		Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Red	
			Color, Q Bezel and Trim - Polished Chrome	
369	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
370	0747228		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	1
			Location, Lights Front Side - c)each side, front custom cab corner	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Black Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Red	
			Color, Lt Side Mid PS - Red	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
371	0540783		Lights, Rear Zn Lwr, Wln M6*C LED	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
372	0088745		Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
373	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
374	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
			Activation, Traffic Dir L - Not Connected	
375	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
376	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
377	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	4
			Qty, - 04	
			Location 1 - TBD	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
378	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	2
			Qty, - 02	
			Location 1 - TBD	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall plate	
379	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body	1
			Qty, - 01	
			Location 1 - TBD	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	

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Line	Option	Type	Option Description	Qty
380	0519934		Not Required, Brand, Hydraulic Tool System	1
381	0649753		Not Required, PTO Driven Hydraulic Tool System	1
382	0895804	SP	Aerial, 107' ASL Single Axle, 750/500 Tip, 50 MPH Wind	1
383	0000042		Boom Support, Rear of the Chassis Cab	1
384	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
385	0799581		Boom Support Compt Incl w/PUC Xlay Module Picked Separate,Ascendant SA PUC	1
386	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #10 white	
387	0526890		Not Required, Indicator, Extension	1
388	0723719		Steps, Folding, Four, Aerial Device, Trident	1
			Coating, Step - black	
			Light, Aerial Device Folding Step - no integrated light	
			Finish, Aerial Device Folding Step - bright finish	
389	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
390	0678641		Brackets Only, Pike Pole, Aerial Fly Section	1
			Qty, - 01	
			Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook RH-6	
391	0728976		Box,Stokes/Backboard Stg,w/Cover,Base Section,Adjacent to Boom Panel,w/Door Sw	1
			Qty, - 01	
			Finish - Painted, Aerial Device Color	
			Latch, Door, Storage - Rubber Draw Latch, Pair	
			Location, Aerial Device - right side	
			Louvers - louvers	
			Size, Stokes Basket, Predefined - 88"L x 26"W x 9"H	
			Size, Backboard, Predefined - 72"L x 18"W x 2"H	
392	0623645		Aerial Stability Test, Maximum Tip Options	1
393	0784202		Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel, Ascendant	1
			Qty, - 01	
			Location, Aerial Device - each side	
			Roof Ladder, Make/Model, Multi-Select - 16' Duo-Safety 875-A-DR	
394	0801980	SP	Scabbard, Temporary Vent Saw Storage, w/ Depth Gauge, Aerial Ladder	1
			Qty, - 01	
			Location, Aerial Device - right side of tip	
			Depth gauge - Stihl	
395	0601972		Lights, Turntable Walkway, P25, LED	1
396	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
397	0674269		Box, Safety Harness Storage, Turntable	1
			Size - TBD	
			Latch, Door, Storage - Rubber Draw Latch	
398	0814209		Control Stations, ASL Single Axle, MUX, Color Display, CL714	1
399	0743299		Remote Tip Controls, ASL/105' MUX	1
400	0624682		Stabilizers, One Set, Ascendant Single Axle	1
			Material, Stabilizer Pad - Composite	
401	0728961		Stabilizer Pan Material	1
			Stabilizer Panels - polished stainless steel	
402	0809973		Doors, Stabilizer Control Box, Controls Each Side MUX Aerials	1
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Outboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
403	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
404	0624678		Hydraulic System, Ascendant Single Axle	1
405	0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
406	0805188		Electrical System, ASL Single Axle, MUX, 10/8 Cable	1
407	0804781		Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	1
408	0721558	SP	Lights, Tip, WIn MPB* LED, ASL 4lt	1
			Color, WIn Lt Housing - Black Paint	
			Scene Lt Optics LH Fly - Flood Left	
			Scene Lt Optics RH Fly - Flood Right	
			Mount, WIn II - Universal Bail MP**	
			Scene Lt Optics LH Fly Low - Spot Left	
			Scene Lt Optics RH Fly Low - Spot Right	

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Line	Option	Type	Option Description	Qty
409	0802753		Lights, Tracking, WIn MP** LED, 2lts Location, Sw, Arl DC Lts - m) 2 locations Color, WIn Lt Housing - Black Paint Scene Lt Optics LH Base - Left Spot Scene Lt Optics RH Base - Right Spot Mount, WIn II - Universal Bail MP**	1
410	0618906		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly, 3 Colors RWB Control, Aerial Rung Lighting - Turntable Sw w/Aerial Mstr and Turntable Sw w/Master Batt Sw	1
411	0540737		Lights, Stabilizer Warn (1) Set, WIn M6*C LED, Clear Lens Color, Lt Rr Stabilzr Pan - r) Pan Light Red	1
412	0617469		Lights, WIn T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
413	0768550		Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1
414	0783034		DC Power To Aerial Tip, 13.92 Amps @ 12 Volt DC, ASL	1
415	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
416	0805281	SP	Camera System, Pierce, Mux, Wireless Fixed Camera, Egress to Turntable Display	1
417	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
418	0024742		Not Required, Mask, Breathing Air To Tip	1
419	0610887		Aerial Pedestal, Ascendant Single Axle	1
420	0808215		LyfePulley, Rescue System	1
421	0645472		Rope Tie Bar At Base Section, for Lyfe Pulley, Painted Box,Ascendant,105',Tiller	1
422	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	1
423	0708997		Hitch Receiver, 6000 lb, Ascendant Single Axle, Under Rear Body	1
424	0616887		Hitch Receiver, 6000 lb, LS/RS, Under Body Sides, 75' HAL, Ascendant SA, 75'HSL	1
425	0530826		Turntable Access, ManSaver Bars, Yellow	1
426	0624672		Waterway, High Flow, 1500 GPM, ASL	1
427	0632855		Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel Nozzle, Monitor 1 PAL - Akron 5178 Electric 2000 gpm	1
428	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
429	0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1
430	0673128		Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1
431	0047897		Tools, Aerial	1
432	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
433	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
434	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
435	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
436	0027023		No Strainer Required	1
437	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
438	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016,Provided by Fire Dept	1
439	0007482		Not Required, Crowbars	1
440	0007484		Not Required, Claw Tools	1
441	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
442	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
443	0007494		Not Required, Sledgehammers	1
444	0741569		Paint Process / Environmental Requirements, Appleton	1
445	0709651		Paint, Three-Tone Color, Velocity/Impel Paint Color, Upper Area, Predefined - #90 red Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - Match Upper Color Paint Break, Cab - Standard Three-Tone Cab Break Paint Color, Middle Area, Predefined - #101 Black	1
446	0709845		Paint, Single Color, Body Paint, Body - Match Lower Cab	1
447	0636524		Coating, Chassis Frame Assy, With Liner, Hot Dip Galvanized Paint Color, Frame Assembly, Predefined - Lower Job Color	1
448	0693797		No Paint Required, Aluminum Front Wheels	1
449	0693792		No Paint Required, Aluminum Rear Wheels	1
450	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1
451	0007230		Compartment, Painted, Spatter Gray	1

Item 16.

Line	Option	Type	Option Description	Qty
452	0792617		Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
			Paint Color, Aerial Device - Black 101	
			Paint Color, Egress - #90 Red	
			Paint Color, Turntable - Black 101	
			Paint Color, Boom Support - gloss black primer	
			Paint Color, Cylinders - black 101	
			Paint Color, Aerial Control Console - black 101	
453	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - za) black	
454	0510041		Reflective across Cab Face, Imp/Vel	1
455	0624670		Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
			Color, Rear Chevron DG - fluorescent yellow green	
456	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
457	0656998		Stripe, Reflective, Chevron/Inverted "V", 1 Color and Paint, On Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Reflect Chev - A - e) black	
458	0543619		Stripe, Chevron, Diamond Grade, Rear Compartment, Roll, Aerials	1
			Color, Rear Chevron DG - fluorescent yellow green	
459	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
460	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - n) red diamond grade	
461	0679788		Stripe, Vinyl, Cab Sides, IPO Chrome Molding	1
462	0027372		Lettering Specifications, (GOLD STAR Process)	1
463	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
464	0686007		Lettering, Reflective, 7.00", Each	8
			Qty, Lettering - 08	
			Outline, Lettering - Outline and Shade	
465	0686236		Lettering, Gold Leaf, 5.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
466	0686018		Lettering, Reflective, 5.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
467	0685992		Lettering, Reflective, 10.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
468	0685985		Lettering, Reflective, 12.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
469	0686042		Lettering, Reflective, 2.00", Each	18
			Qty, Lettering - 18	
			Outline, Lettering - Outline and Shade	
470	0655896		Sign Kit, Painted, Holder and Insert, Each	3
			Location - front bumper and crew cab doors	
			Qty, - 03	
			Size - 8" high x 10" wide	
471	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
472	0738469	SP	E-Coat, Misc Chassis Components	1
			Paint Color, E-Coat - #90 red	
473	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
474	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
475	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
476	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
477	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
478	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
479	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
480	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1

Item 16.

165

Line	Option	Type	Option Description	Qty
481	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
482	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
483	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
484	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
485	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
486	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
487	0695416		Warranty, Pierce Camera System, WA0188	1
488	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
489	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
490	0685945		Warranty, Transmission Cooler, WA0216	1
491	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
492	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
493	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
494	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
495	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
496	0657846		Warranty, Foam System, Husky 12, WA0231	1
497	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
498	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
499	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
500	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
501	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
502	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
503	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
504	0683627		Certification, Vehicle Stability, CD0156	1
505	0808580		Certification, Engine Installation, Imp/Vel, Cummins X10, 2027	1
506	0686786		Certification, Power Steering, CD0098	1
507	0892701		Certification, Cab Integrity, Impel/Velocity FR, CD0190	1
508	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
509	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
510	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
511	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
512	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
513	0545073		Amp Draw Report, NFPA Current Edition	1
514	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
515	0799248		Appleton/Florida BTO	1
516	0000049		Ascendant BODY	1
517	0000012		PIERCE CHASSIS	1
518	0004713		ENGINE, OTHER	1
519	0046396		EVS 4000 Series TRANSMISSION	1
520	0520324		PIERCE PUMP, PUC	1
521	0020009		POLY TANK	1
522	0028048		FOAM SYSTEM	1
523	0020006		SIDE CONTROL	1
524	0020007		AKRON VALVES	1
525	0020014		FRONT SUCTION	1
526	0020015		ABS SYSTEM	1
527	0755453		AERIAL BASE	1

Item 16.

**CITY OF SHEBOYGAN
R. O. 90-23-24**

BY POLICE CHIEF CHRISTOPHER DOMAGALSKI.

JANUARY 15, 2024.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2023 and ending December 31, 2023.

	Y-T-D 12/31/23	Y-T-D 12/31/22	2023 Goals	2022 Actual	2021 Actual
<u>Patrol and Investigations</u>					
Murder & Non-Negligent	0	0	0	0	1
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	50	55	60	55	90
Sex Offenses - Non-Forcible	10	11	15	11	22
Aggravated Assault	117	110	100	110	112
Select Crimes Against Persons Total	177	176	200	176	225
Robbery	8	11	10	11	5
Burglary	65	65	100	65	82
Theft/Larceny	585	597	800	597	563
Motor Vehicle Theft	19	29	30	29	34
Arson	2	10	10	10	5
Select Crimes Against Property Total	679	712	950	712	689
Percent of Offenses Cleared	61%	60%	70%	60%	47%
Value of Property Stolen	\$451,440	\$684,397	\$500,000	\$684,397	\$711,334
Value of Property Recovered	\$305,082	\$340,673	\$200,000	\$340,673	\$321,044
Percent of Stolen Recovered	68%	50%	40%	50%	45%
Accident Investigations	1,390	1,418	1,500	1,418	1,365
Traffic Stops	5,382	5,799	No Goal	5,799	4,395
Traffic Arrests	3,897	3,856	No Goal	3,856	3,016
Other Arrests	2,943	3,074	No Goal	3,074	2,810
Speed Trailer Deployments	10	12	20	12	29
HVEE Deployments	210	68	12	68	65
Parking Tickets Issued	8,274	8,366	10,000	8,366	6,631
Bicycles Recovered	198	152	150	152	190
Involuntary Commitments	110	138	No Goal	138	144
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,156	1,078	2,750	1,078	1,142
Open Records Requests	6,045	6,688	4,000	6,688	6,502
Nixle Messages Sent	60	92	250	92	78
Press Releases	15	23	50	23	18
Tweets	61	126	350	126	111
Facebook Followers*	18,503	17,515	18,000	17,515	16,749
Reported Crime Maps	98	87	104	87	98
Crime Comparison Reports	25	20	26	20	22

*Facebook no longer reports likes which were previously tracked

**CITY OF SHEBOYGAN
R. O. 91-23-24**

BY FIRE CHIEF (ERIC MONTELLANO).

JANUARY 15, 2024.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2023 and ending December 31, 2023.

2023 Fourth Quarter Benchmarks

	2021 EOY	2022 EOY	2023 EOY	2023 Target
Incident Types				
Fires	87	92	87	< 90
Rescue & Emergency Medical Service	4,833	5,170	5,147	4,900
Non Fires	1,379	1,558	1,409	1,400
TOTAL	6,299	6,820	6,643	6,300
Station Incident Count Per Station				
Station 1	1,809	2,003	2,032	1,825
Station 2	1,239	1,229	1,169	1,225
Station 3	1,459	1,677	1,652	1,500
Station 4	1,163	1,171	1,086	1,150
Station 5	594	609	556	600
Mutual Aid Given	35	131	85	
Mutual Aid Received	N/A	54	56	
Overlapping Calls (Percentage)	N/A	64%	63%	
Overlapping Calls (Count)	N/A	4,380	4,215	
Fire Loss				
Number of Incidents	54	61	60	
Total Pre Incident Value	\$ 95,389,290	\$ 163,942,270	\$ 59,645,278	
Total Property Loss	\$ 538,550	\$ 887,790	\$ 745,460	
Total Content Loss	\$ 546,617	\$ 1,115,910	\$ 205,730	
Total Loss	\$ 1,085,167	\$ 2,003,700	\$ 951,190	
Average Loss	\$ 20,095.69	\$ 32,848	\$ 15,853	
Property Saved	\$ 94,304,123	\$ 161,938,570	\$ 58,694,088	
Workload				
Inspections	2,267	2,742	2,556	2,300
School Safety Programs (Students)	3,148	3,122	3,118	3,200
Public Events	56	76	105	60
Station Tours	9	16	16	25
Non-Compliance/ Installed Smoke Alarms	63/82	78/94	56/79	
Fire Training Hours	4,981	6,279	17,060	8,000
EMS Training Hours	2,072	1,939	2,333	2,100
Investigations	84	89	78	
Efficiency				
Fire Average Response Time (380 Seconds)*	79%	77%	86%	90%
Effectiveness				
ISO Rating	2	2	2	1

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.

* Fire response 380 seconds or less per NFPA standards

**CITY OF SHEBOYGAN
R. O. 92-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a claim from Eric Bubb for alleged damages to his home from sewage water.

DATE RECEIVED

1-8-24

RECEIVED BY

MKC

JAN 8 24 PM 2:48

Item 19.

CLAIM NO.

17-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Eric Bubb
2. Home address of Claimant: 2230 Indiana ave
3. Home phone number: (920) 287-8877
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) July 2th 2023 through current last contact Aug 8th 2023
6. Where did damage or injury occur? (give full description) Basement of home flooded with mud/sewage water.
7. How did damage or injury occur? (give full description) Massive hole dug in front yard (clay removed) leading into basement, back filled with aggregate.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Item 19.

Servepro cleanup (\$1381.53) Listed items destroyed (\$1000)
cleaning products & walking surfaces needed during 1 month wait for cleanup (\$457.62)

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

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

Auto: \$ _____

Property: \$ 1,000

Personal injury: \$ _____

Other: (Specify below (see #10 above) \$ 1381.53 & 457.62

TOTAL \$ 2839.15

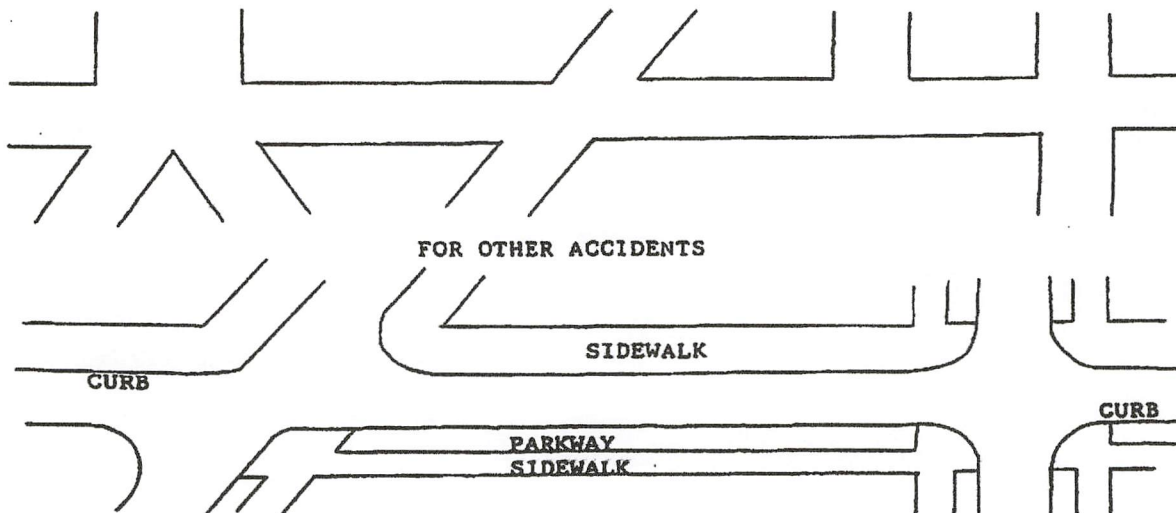
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

Cor Bill

DATE

1/8/24

DATE RECEIVED _____

RECEIVED BY _____

Item 19.

CLAIM NO. _____

CLAIM

Claimant's Name: Erik BubbClaimant's Address: 2230 Indiana aveSheboygan, WI 53081Claimant's Phone No. (920) 287-8877Auto \$ -Property \$ 1,000Personal Injury \$ -Other (Specify below) \$ 1381.53 ~~\$457.62~~TOTAL \$ 2839.15

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2839.15.

attachment #1 - serve pro Bill

#2 - receipts for supplies

#3 - list of damages
(photos available)

SIGNED

Erik Bubb

DATE:

1/8/24

ADDRESS:

2230 Indiana ave Sheboygan, WI 53081MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



SERVPRO of Milwaukee North

Item 19.

N92W15600 Megal Dr
Menomonee Falls, WI 53051
(262) 250-1101
servpromilwaukeeenorth.com

INVOICE

BILL TO
Eric Bubb
2230 Indiana Ave
Sheboygan, WI 53081

INVOICE 612624
DATE 09/06/2023
TERMS Due on receipt
DUE DATE 09/06/2023

SERVICE

AMOUNT

Water Restoration

381.53

SUBTOTAL	381.53
TAX	0.00
TOTAL	381.53

BALANCE DUE	\$381.53
-------------	-----------------

Estimate Summary

Estimate 2504	1,381.53
Invoice 612581	1,000.00
This invoice 612624	\$381.53
Total invoiced	1,381.53

attachment #2



**How doers
get more done.**

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

4924 00052 72984 08/07/23 04:40 PM
SALE SELF CHECKOUT

884969432061 SOFT FESCUE <A>
SOFT FESCUE 6 FT. X 8 FT. ARTIFICIAL
2@99.98 199.96

SUBTOTAL 199.96
SALES TAX 11.00
TOTAL \$210.96
CASH 211.00
CHANGE DUE 0.04

4924 08/07/23 04:40 PM



4924 52 72984 08/07/2023 2146

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/05/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 151181 146309
PASSWORD: 23407 146257

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**How doers
get more done.**

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

4924 00052 73669 08/08/23 08:16 AM
SALE SELF CHECKOUT

9326265213629 75L WP TOTE <A>
75L/79.3QT WATERPROOF CLEAR TOTE
6@29.98 179.88
731161055577 PRO TOTE RED <A,S> 29.98
HUSKY 20 GAL PRO DUTY TOTE - RED
732109900188 FRSHLNGAL <A>
ODOBAN DISINFECT FRESH LINEN 128OZ
2@9.98 19.96
025469082114 ECLBSPY32OZ <A> 3.98
ECOLAB HEAVY DUTY SPRAY BOTTLE 32OZ

SUBTOTAL 233.80
SALES TAX 12.86
TOTAL \$246.66
CASH 300.00
CHANGE DUE 53.34

4924 08/08/23 08:16 AM



4924 52 73669 08/08/2023 2560

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/06/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 152551 147679
PASSWORD: 23408 147627

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Reciepts for
cleaning supplies
and walking surfaces
for continued use of
Basement during
1 month wait for
cleanup using
the suggested agent
Seive pro

Item 19.

wrapping paper 8 rolls

socks 3 bags

T shirts 1 Bag

Rugs 3

Cabinet 1

cloths various (picture)

Hamster and contents (picture)

dinning table 1

various debris found floating 1 can

child's potties 2

Rock polishing KIT 1

antique foot stool 1

Box of light fixtures 1

damages: \$1000

Serve pro cleanup

COST: ~~1300~~
\$1381.53

purchased astro turf

for continued use while waiting for
cleanup (1 month)

COST: \$457.62

Total \$2839.15

**CITY OF SHEBOYGAN
R. O. 93-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a claim from Charter/Spectrum for alleged damages their aerial facilities due to a City backhoe excavating the road.

DATE RECEIVED 1-5-24

RECEIVED BY WMC

CLAIM NO. 16-23

JAN 05 2024

Item 20.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Charter / Spectrum
2. Home address of Claimant: _____
3. Home phone number: _____
4. Business address and phone number of Claimant: PO Box 955871 St. Louis, MO
63195 / Phone: (980) 202-7702
5. When did damage or injury occur? (date, time of day) 10/2/2023 9:45 AM
6. Where did damage or injury occur? (give full description) N 20th St &
Cleveland Ave Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) Damage was
caused by a backhoe while excavating on the
road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: See attached
claim support package
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Charter's Aerial facilities

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 384.26

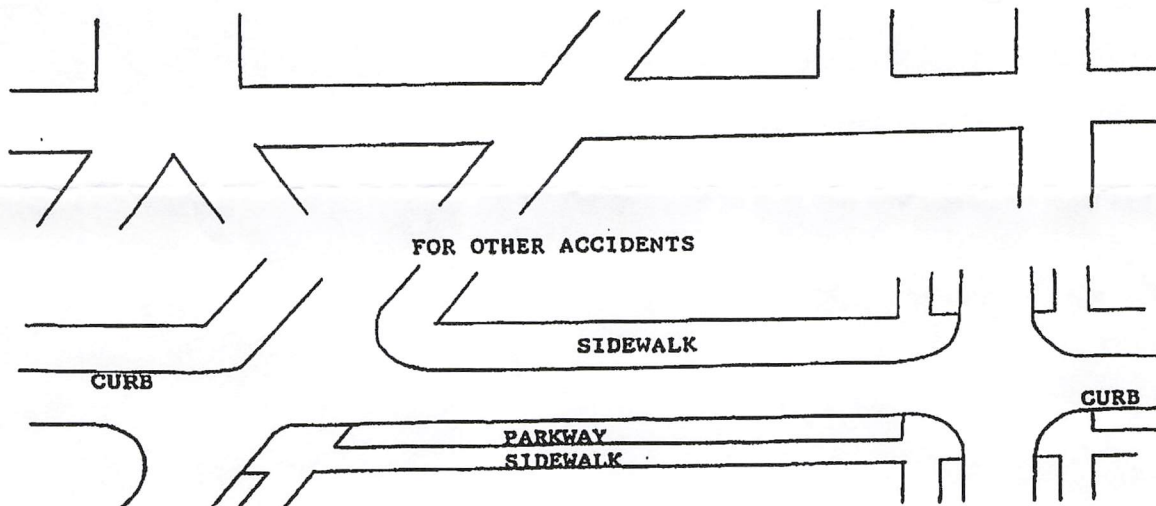
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

RECEIVED 10-20-1988

10-20-1988



RECEIVED 10-20-1988

10-20-1988

RECEIVED 10-20-1988

10-20-1988

RECEIVED 10-20-1988

10-20-1988

RECEIVED 10-20-1988

10-20-1988

RECEIVED 10-20-1988

10-20-1988

DATE RECEIVED _____

RECEIVED BY _____

Item 20.

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 381.20.

SIGNED

Project Resource Group
Brondi Puro obo Charter DATE: *12/10/2003*

ADDRESS:

PO Box 955871 St. Louis MO 63195

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

18027 IN W/0108248
 0017 SAV 030000 0100
 0017 SAV 030000 0100

21010 01010000 01010000 01010000

01010000 01010000 01010000
 01010000 01010000 01010000

01010000 01010000 01010000
 01010000 01010000 01010000
 01010000 01010000 01010000

01010000 01010000 01010000

01010000	01010000	01010000	01010000
01010000	01010000	01010000	01010000
01010000	01010000	01010000	01010000
01010000	01010000	01010000	01010000

01010000

01010000

01010000



5690 DTC Blvd., Suite 650E
Greenwood Village, CO 80111
Phone: 980-202-7702
Fax: (303) 379-7284

Outside Plant Damage Recovery

November 15, 2023

Sheboygan Public Works/ Clerk's Dept
828 Center Ave
Suite #100
Sheboygan Ave, WI 53081

RE: Damaged Facilities: Charter Spectrum
Site Location: N 20th St & Cleveland Ave, Sheboygan, WI 53081
Damage Date: October 2, 2023
PRG Claim# CHS-136132
Confirmation Code – AGCMG

To Whom It May Concern:

Project Resources Group has been retained by Charter Spectrum to assist in recovering costs associated with repairing and replacing Charter Spectrum facilities damaged by third parties. It is our primary responsibility to investigate damages and recover the costs of repairing and replacing the compromised facilities.

It has been determined that **Sheboygan Public Works** is responsible for the damage to Charter Spectrum facilities referenced above that occurred on **October 2, 2023**.

We understand that while **working** at the above referenced address, **Sheboygan Public Works** hit and damaged cable owned and operated by Charter Spectrum.

If you had General Liability or Automobile Insurance at the time of this incident, please submit this claim to them for their handling.

****Payment is due upon receipt.**

You may also make payment via a credit card; please see the attached form for completion. **To make an online payment please visit <https://opdpayments.prgconsulting.net> and use claim number and confirmation code listed above.**

Enclosed is an invoice itemizing the charges incurred for this damage. **Please make your check in the amount of \$ 0.00 payable to Charter Spectrum and mail it to the attention of:**

Spectrum
PO Box 955871
St Louis, MO 63195-5871

If you have questions or require additional information, please contact me at 980-202-7702. Thank you for your prompt attention to this matter.

Sincerely,

Brandi Evans, Claims Specialist
Project Resources Group Inc. - Outside Plant Damage Recovery Division
Direct: 980-202-7702
bevans@prgconsulting.net
Encl – Documentation & Available Photos



INVOICE



Please make check payable to: Spectrum

Remit to:	Spectrum PO Box 955871 St. Louis, MO 63195-5871	Invoice#:	CHS-136132
		Date:	November 15, 2023
		Conf Code:	AGCMG
		Bank:	BOK Financial
		Account #:	5892990000037
		Routing:	102000607
		Remit Email:	accounting@prgconsulting.net
	Terms: Due Upon Receipt		
	EIN: 43-1843179		

Responsible for Damages: Sheboygan Public Works 2026 New Jersey Ave Sheboygan Ave, WI 53081	Date & Address Where Damage Occurred: 10/2/2023 N 20th St & Cleveland Ave Sheboygan, WI 53081
---	--

Labor and Material Costs:			
	<u>Units</u>	<u>Unit Rate</u>	<u>Amount</u>
<i>Internal Labor Costs</i>			
Maintenance Tech	2.00	\$55.00	\$110.00
Truck	1.00	\$110.00	\$110.00
Responding to Damage	1.00	\$13.35	\$13.35
Time Onsite	1.00	\$24.92	\$24.92
Compiling Interviews/Gathering Evidence	1.00	\$28.93	\$28.93
Damage Cost Procurement	1.00	\$21.81	\$21.81
Sub-Total			\$309.00
<i>Material Costs</i>			
CONN 500 (P3) F FEMALE,ADAPTER	2.00	\$9.87	\$19.74
Cable, Rg11 Tri Perf Prep Orng,77% UG Pe Reel Moq 1000	400.00	\$0.13	\$52.00
Connector Compression Rg11	2.00	\$1.71	\$3.42
NUTS 5/16IN,	2.00	\$0.05	\$0.10
Sub-Total			\$75.26
Invoice Total			\$384.26

For questions regarding this invoice, please contact: Brandi Evans, 980-202-7702 or via email at bevans@prgconsulting.net



Damage Investigation Findings

PRG CLAIM: CHS-136132
DATE OF DAMAGE: 10/02/2023 09:45 AM
NOTIFICATION: 10/02/2023 11:43 AM
LOCATION: N 20th St & Cleveland Ave, Sheboygan, WI 53081
INVESTIGATOR: Jeremy DesJarlais

SUMMARY

On Wednesday, October 2nd, 2023, at 11:43 AM, I was notified by Charter Spectrum about damage at N 20th St & Cleveland Ave. Sheboygan, WI. 53081. The damage happened to an aerial coax damaged by a backhoe while working on the road.



STATEMENTS

I arrived at the location of the damage on 10/03/2023 at approximately 11:00 AM. Upon arrival, I spoke with the backhoe operator on location, and he indicated he did in fact hit the overhead wire. This is a second call same location with two different damages being done to the same line. After reviewing my investigation photos and talking to Joel Kolste of Sheboygan Public Works on the phone, it has been determined, that the line that was hit was hit by the damaging company.

DETERMINATION

Based on the information gathered, it is my determination that Sheboygan Public Works is responsible for the damage to Charter Communication facilities and any costs associated with the repair or replacement of those facilities.

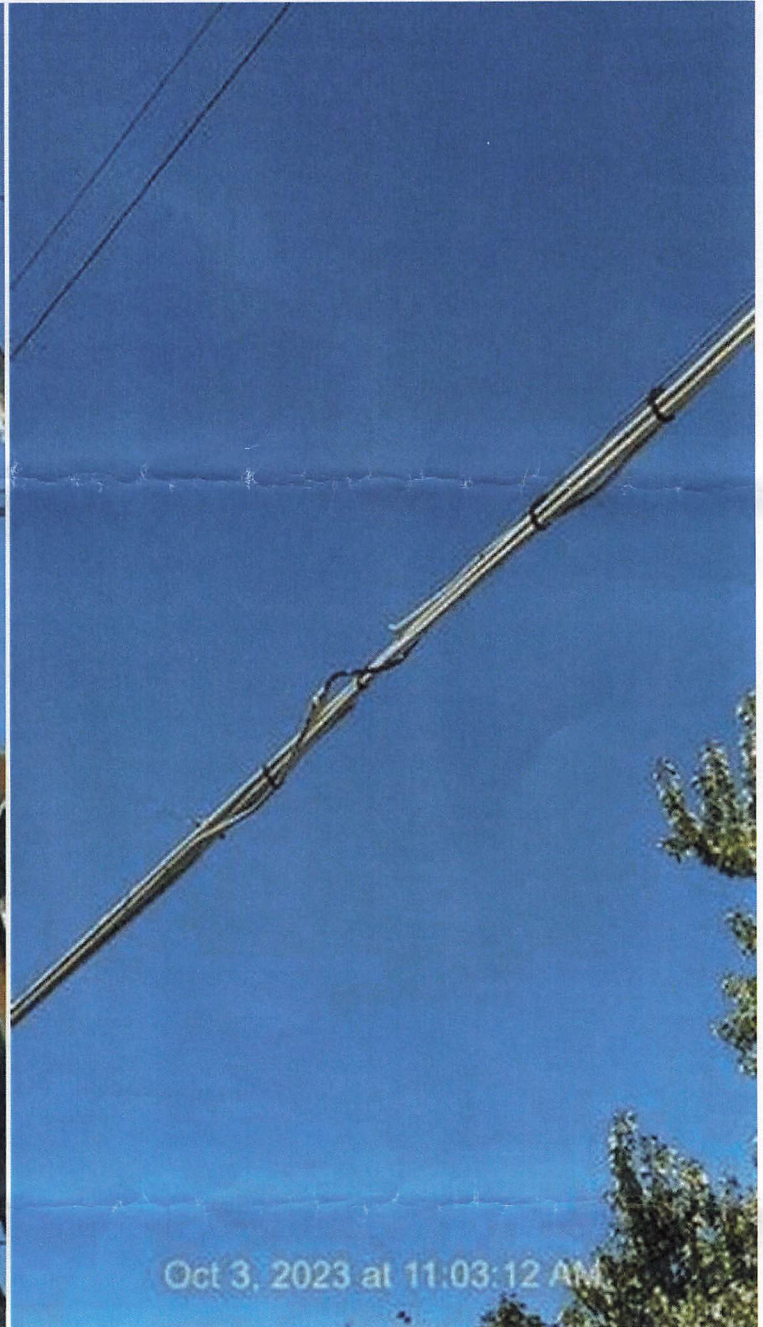


ROOT CAUSE

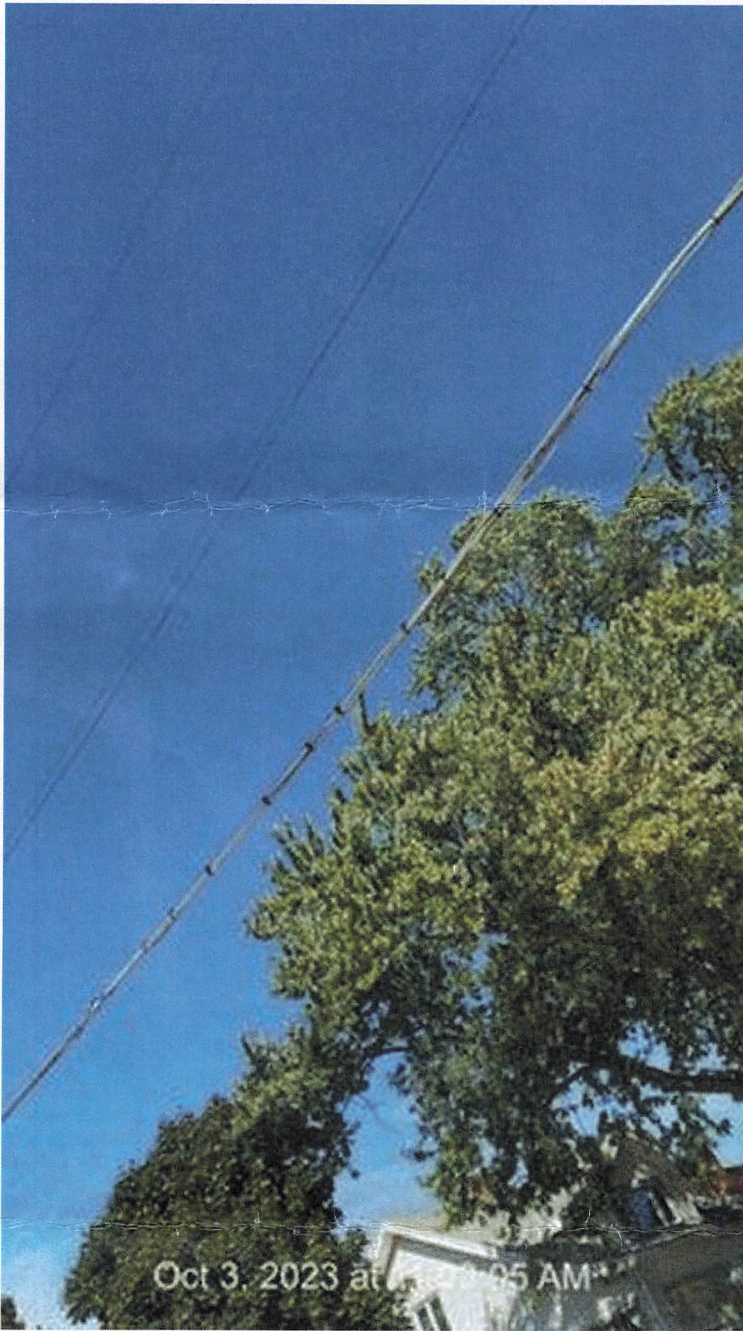
Aerial facility was not properly protected while work was performed.



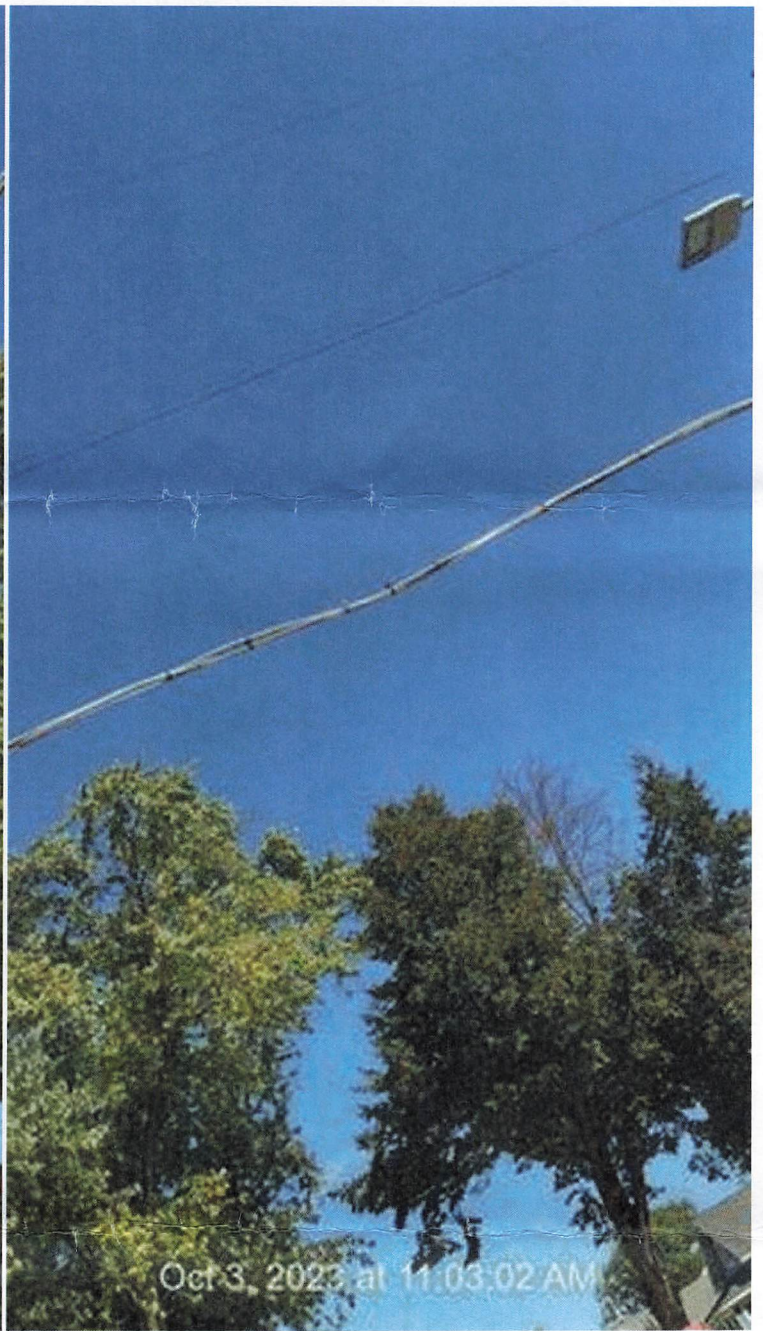
136132 - Investigator1.jpeg



136132 - Investigator2.jpeg



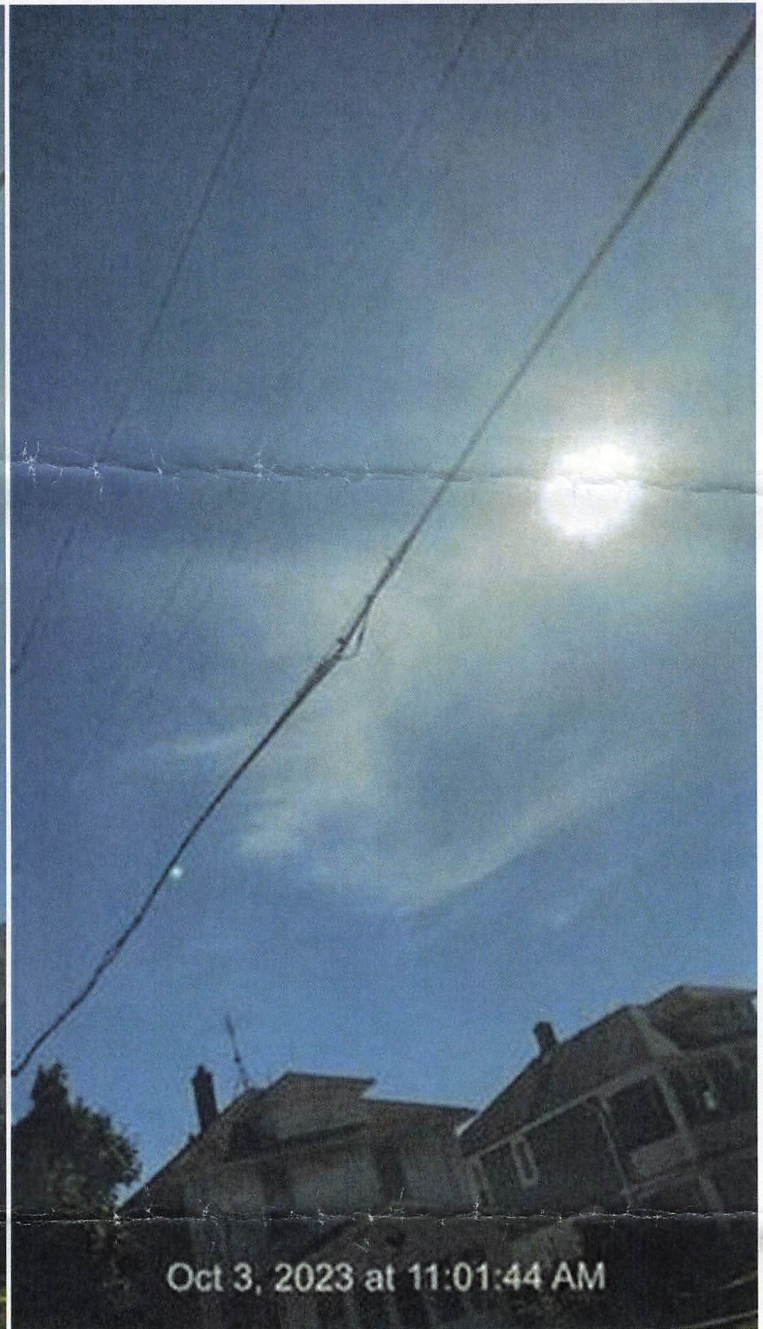
136132 - Investigator3.jpeg



136132 - Investigator4.jpeg



136132 - Investigator5.jpeg



136132 - Investigator6.jpeg

**CITY OF SHEBOYGAN
R. O. 94-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a claim from Harbor Winds Hotel for alleged overstatement of personal property tax.



Sheboygan City Clerk
Meredith DeBruin
Via email: meredith.debruin@sheboyganwi.gov

December 29, 2023

Dear Ms. DeBruin,

Our 2023 Property Tax Bill contained a clerical error in the computation of our property tax, resulting in an overstated tax amount due. Our business is located on leased land from the City of Sheboygan. The personal property tax bill inadvertently included an incorrect assessment amount of \$1,257,700 when the assessment was 610,900. Per Wisconsin State statute 74.33(1), we request a claim to rescind the overstated amount of \$10,431.93. This will result in us paying the actual amount of tax due of \$9,852.91. As you can imagine, as a small family business, the burden of paying this overage amount and waiting for a refund is something other than what our business can absorb.

We are grateful for your city staff's help and look forward to resolving this matter.

Sincerely,

Luke Pfeifer
Owner and Managing Director
Harbor Winds Hotel LLC and LuMoChaMe Harbor LLC

Corrected Personal Property Tax Bill for 2023

Item 21.

Taxpayer's Name: Harbor Pride, LLC
 Taxpayer's Mailing Address: 905 S 8th Street, Sheboygan, WI 53081-4411
 Taxpayer's Situs Address: 905 S 8th Street
 Parcel No: 59281835115P
 Municipality: City of Sheboygan
 Due Date(s): Full Payment January 31, 2025 \$ -
 OR
 Pay in Installments of 1st Installment January 31, 2025 \$ -
 2nd Installment July 31, 2025 \$ -

	Assessed Value Before Correction	Assessed Value After Correction
	1,257,700	610,900
Total	1,257,700	610,900

	2023	2023 Original Tax Bill	2023 Corrected Tax Bill
County of Sheboygan	0.003866397754	4,862.77	2,361.98
City of Sheboygan	0.006827336211	8,586.74	4,170.82
School District (5271 - Sheboygan Area)	0.006242951039	7,851.75	3,813.82
School District Credit	-0.001398653135	(1,759.09)	(854.44)
Lakeshore Technical College	0.000590492997	742.66	360.73
Special District	0.000000000000	-	-
Special District	0.000000000000	-	-
Sub-total	0.016128524866	20,284.84	9,852.91
Lottery Credit		-	-
First Dollar Credit		-	-
Special Assessment		-	-
Special Charge (Refuse & Garbage Collection)		-	-
Special Charge (Recycling)		-	-
Total		20,284.84	9,852.91

Amount Paid by Taxpayer	
Amount Paid by Taxpayer	
Corrected Taxpayer Amount	\$ 9,852.91
Amount to Be Refunded By Municipality	\$ 10,431.93

NOTICE TO TAXPAYER AND TAXATION DISTRICT

Sheboygan County does not originate any of the assessment information upon which your property tax bill was calculated. Sheboygan County does not change or correct errors on tax bills without receiving written information from the assessor. Based on information provided to me by your assessor, your tax bill has been recalculated as set forth above. Only if this document is signed by me will this document constitute a corrected tax bill.

Laura Henning-Lorenz

Laura Henning-Lorenz
 Sheboygan County Treasurer/Real Property Listing

12/27/2023
 Date

**CITY OF SHEBOYGAN
R. O. 95-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a Summons and Complaint in the matter of WellsFargo bank, N.A. vs.
Estate of Robert W. Schultz c/o James Mulligan, Special Administrator of the Estate et al.

JAN 4 2 24 PM 2-44
FILED
12-22-2023

Item 22.

Sheboygan County
Clerk of Circuit Court
1028CV000676
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

SUMMONS
Case No.

Vs.

Case Code No. 30404

ESTATE OF ROBERT W. SCHULTZ
C/O JAMES MULLIGAN, SPECIAL
ADMINISTRATOR OF THE ESTATE
N55 W34550 KOSANKE ROAD
OCONOMOWOC, WI 53066ROBERT JON MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081VICKI JEAN MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081X CITY OF SHEBOYGAN
C/O CITY ATTORNEY
828 CENTER AVENUE
SHEBOYGAN, WI 53081CURRENT OCCUPANTS
1014A N. 9TH STREET
SHEBOYGAN, WI 53081AURORA MEDICAL GROUP, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703AURORA MEDICAL CENTER
GRAFTON, LLC
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA ADVANCED
HEALTHCARE, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

Defendants

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, 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 Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081**

And to plaintiff's attorneys, whose address is:

**Shannon K. Cummings
Johnson, Blumberg & Associates, LLC.
633 W. Wisconsin Avenue, Suite 408
Milwaukee, WI, 53203**

You may have an attorney help or represent you.

FILED
12-22-2023

Item 22.

Sheboygan County

Clerk of Circuit Court

1023CV000676

Honorable Angela W.
Sutkiewicz

Branch 3

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

COMPLAINT

Case No.

Vs.

Case Code No. 30404

ESTATE OF ROBERT W. SCHULTZ
C/O JAMES MULLIGAN, SPECIAL
ADMINISTRATOR OF THE ESTATE
N55 W34550 KOSANKE ROAD
OCONOMOWOC, WI 53066

ROBERT JON MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

VICKI JEAN MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN
C/O CITY ATTORNEY
828 CENTER AVENUE
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS
1014A N. 9TH STREET
SHEBOYGAN, WI 53081

AURORA MEDICAL GROUP, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA MEDICAL CENTER
GRAFTON, LLC
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

6. Subsequently, NORWEST MORTGAGE, INC merged with Wells Fargo Bank, N.A., and a true copy of the merger documents is attached as Exhibit C. Plaintiff is the current holder of said mortgage.
7. Plaintiff's counsel only recently discovered that the Warranty Deed recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on October 16, 1998, in Volume 1613, page 440 and as Document Number 1521200 and the Mortgage on the subject property is defective in that through mutual mistake the legal description of the property in the mortgage was given as:
- ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF
AND INCLUDING THE EAST 25.75' OF THE NORTH 46' OF LOT 11,
BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY,
WISCONSIN.
- SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY
IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:
- THE WEST 3' OF THE EAST 57.5' OF THE NORTH 46' OF LOT 12, BLOCK
94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN.
- THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND
IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.
- SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY
IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:
- THE WEST 3' OF THE EAST 28.25' OF THE NORTH 46' OF LOT 11, BLOCK
94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN.
- THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND
IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.
8. The proper legal description of the Warranty Deed and Mortgage should have been given as follows:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF
AND INCLUDING THE EAST 29.75' OF THE NORTH 46' OF LOT 11,
BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY,
WISCONSIN.

12. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
13. The property consists of real property other than a one to four unit family residence that is not owner occupied as defined by Section 846.101 of the Wisconsin statutes commonly known as 1014A N. 9th Street, Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF
AND INCLUDING THE EAST 29.75' OF THE NORTH 46' OF LOT 11,
BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY,
WISCONSIN.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY
IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 57.5' OF THE NORTH 46' OF LOT 12, BLOCK
94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND
IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY
IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 31.25' OF THE NORTH 46' OF LOT 11, BLOCK
94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND
IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

TAX KEY NO: 59281104754

14. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any deficiency which may remain due the Plaintiff after the sale of the mortgaged premises

and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.

20. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000008 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
21. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000007 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
22. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000006 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$150.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
23. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000009 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
24. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022JR000002 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and

30. Aurora Medical Group, Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Medical Group, Inc. and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
31. Aurora Medical Group, Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on July 25, 2018, in Case No. 2018SC1496 in favor of Aurora Medical Group, Inc. and against Robert W. Schultz in the sum of \$2,018.93 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
32. Aurora Medical Center Grafton, LLC is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Medical Center Grafton, LLC and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
33. Aurora Advanced Healthcare Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Advanced Healthcare Inc. and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
34. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a three (3) month period of redemption,

FILED
12-22-2023

Item 22.

Wisconsin

NOTE

FHA Case No. Sheboygan County
Circuit Court
2023CV000676

OCTOBER 15, 1998

[Date]

Honorable Angela W.
Sutkiewicz

Branch 3

1014A N.9TH STREET, SHEBOYGAN, WI 53081

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **NORWEST MORTGAGE, INC.**

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **THIRTY SIX THOUSAND FIVE HUNDRED THREE AND 00/100**

Dollars (U.S. \$ *****36,503.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SEVEN AND ONE-HALF** percent (7.500 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **DECEMBER 1ST**, 1998. Any principal and interest remaining on the first day of **NOVEMBER**, 2028, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137** or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ *****255.23. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

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

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

5. BORROWER'S RIGHT TO PREPAY

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

FHA Wisconsin Fixed Rate Note - 10/95



-1R(WI) (9601).01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: *[Signature]*

EXHIBIT A

203

WITHOUT RECOURSE
PAY TO THE ORDER OF

NORWEST MORTGAGE, INC.

By


Joan M. Mills
Assistant Secretary

All of the North 46' of Lot 12, EXCEPT the East 56' thereof and including the East 25.75' of the North 46' of Lot 11, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Subject to prohibition against construction of any improvements on the following described property:

The West 3' of the East 57.5' of the North 46' of Lot 12, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

This restriction is a covenant running with the land and is binding on the Grantee, his heirs and assigns.

Subject to prohibition against construction of any improvements on the following described property:

The West 3' of the East 28.25' of the North 46' of Lot 11, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

This restriction is a covenant running with the land and is binding on the Grantee, his heirs and assigns.

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Condominium Rider

☐ Planned Unit Development Rider

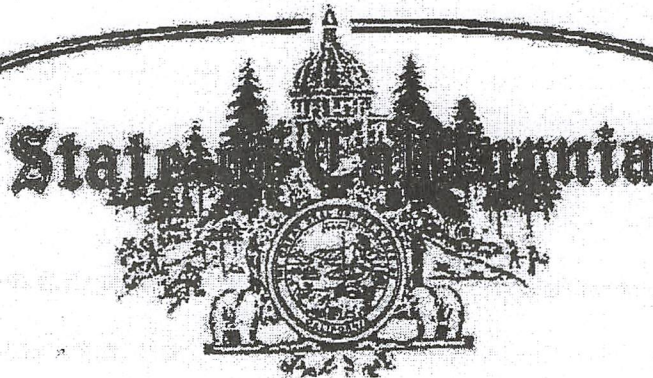
☐ Growing Equity Rider

☐ Graduated Payment Rider

☐ Other [specify]

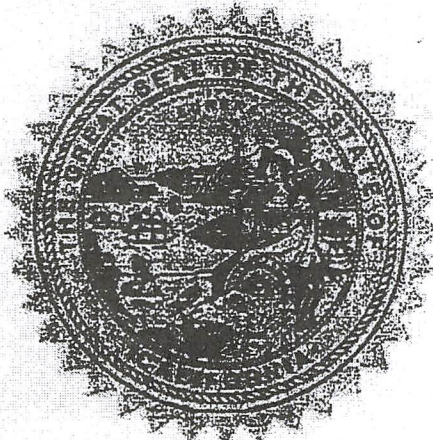
A0542642

Item 22.

**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

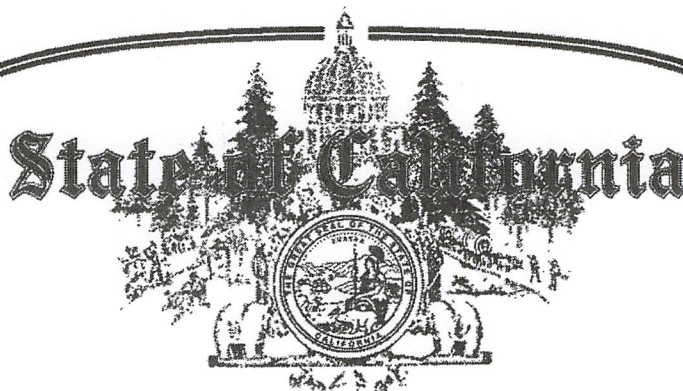


IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 11 2000

Bill Jones

Secretary of State



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

05/05/2004 11:57 FAX 415 393 8304

GD&C S.F.#2

003

5. **Articles of Incorporation.** The Articles of Association of WFB shall not be amended as a result of the Merger and shall be the Articles of Association of the Surviving Corporation.

6. **Board of Directors.** The Board of Directors of the Surviving Corporation immediately following the Effective Time shall be those persons serving as directors of WFB as of the Effective Time until the next annual meeting of the shareholders, or until such time as their successor have been elected and have qualified.

7. **Officers.** The officers of WFB as of the Effective Time shall be the officers of the Surviving Corporation, each of whom shall hold office in accordance with the Articles of Association and Bylaws of the Surviving Corporation for the term prescribed in the Bylaws except that (i) John G. Stumpf shall be the Chairman of the Board and Carrie L. Tolstedt shall be President of the Association, (ii) each person who is now Chairman, President, Chief Executive Officer or Executive Vice President of Mortgage Company shall be elected or appointed to such officer position, if any, of the Surviving Corporation as the Board of Directors shall determine, and (iii) each person who now holds the position of Secretary, Cashier, Treasurer, Controller, or Chief Financial Officer of Mortgage Company shall relinquish such position as of the Effective Time.

8. **Effect on Outstanding Shares of Disappearing and Surviving Corporation.** At the Effective Time, all outstanding shares of common stock, no par value per share, of Mortgage Company issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration and cease to exist as of the Effective Time, and no securities of the Surviving Corporation or any other corporation, or any money or property, shall be issued or transferred in exchange therefor. One shareholder owns all of the outstanding shares of Mortgage Company. At the Effective Time, the outstanding shares of WFB shall remain outstanding.

9. **Effect of Merger.** The effect of the Merger shall be as set forth in the US Law and the CA Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of Mortgage Company and WFB shall vest in the Surviving Corporation, and all debts, liabilities and duties of Mortgage Company and WFB shall become the debts, liabilities and duties of the Surviving Corporation.

10. **Further Assurances.** WFB shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as WFB may deem necessary or advisable to carry out the intent and purpose of the Merger.

11. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the US Law.

(b) **Headings.** The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

05/05/2004 11:58 FAX 415 393 8304

GD&C S.F.#2

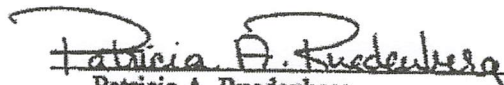
005

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of May 4, 2004.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____


James E. Hanson
Vice President


Patricia A. Ruedenberg
Assistant Secretary

WELLS FARGO HOME MORTGAGE, INC.

By: _____

*[Signature Page to Agreement of Merger of
Wells Fargo Home Mortgage, Inc. into Wells Fargo Bank, National Association.]*

05/05/2004 11:58 FAX 415 393 8304

GD&C S.F.#2

007

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association**

We, James E. Hanson and Patricia A. Ruedenberg, do hereby certify:

1. That we are the duly elected and acting Vice President and Assistant Secretary, respectively, of Wells Fargo Bank, National Association, a national banking association (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holders of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, Wells Fargo Bank had (i) 1,225,000 shares of preferred stock, with a par value of \$.01 per share authorized, of which no shares were outstanding, and (ii) 112,200,000 shares of common stock, with a par value of \$10 per share authorized, of which 52,015,261 shares of common stock were issued and outstanding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

05/05/2004 11:59 FAX 415 393 8304

GD&C S.F.#2

009

MAY-05-2004 WED 10:12 AM WFHM LEGAL

FAX NO.

P. 08/07

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
WELLS FARGO HOME MORTGAGE, INC.,
a California corporation**

We, Michael J. Heid and David V. Gorscha, do hereby certify:

1. That we are the duly elected and acting Executive Vice President and Assistant Secretary of Wells Fargo Home Mortgage, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holder of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, there is only one class of shares of the Corporation and the number of shares outstanding is 100.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Morgan-Agmt of Merger into WFB.doc

**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

FILED
12-22-2023

Item 22.

Sheboygan County
Clerk of Circuit Court
2023CV000676
Honorable Angela W.
Sutkiewicz
Branch 3**STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN****WELLS FARGO BANK, N.A vs. ESTATE OF ROBERT W. SCHULTZ et al Electronic Filing Notice**Case No. 2023CV000676
Class Code: Foreclosure of MortgageCITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2023CV000676 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 3acdcb

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

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

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

Sheboygan County Circuit Court
Date: December 22, 2023

**CITY OF SHEBOYGAN
R. O. 96-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a communication from Van Horn Properties of Sheboygan, LLC filing a petition for Direct Annexation by Unanimous Consent for land located in the Town of Sheboygan (1.75 acres – Parcel No. 59024351652).

**PETITION FOR ANNEXATION OF LANDS
TO THE CITY OF SHEBOYGAN
DIRECT ANNEXATION BY UNANIMOUS CONSENT**

TO: City of Sheboygan

1. Pursuant to Section 66.0217 of the Wisconsin State Statutes, I/we the undersigned, being the sole owner(s) and elector(s) of the land described in Exhibit "A" attached hereto, petition for Direct Annexation by Unanimous Consent of the land described in said Exhibit "A" from the Town of Sheboygan, in Sheboygan County, Wisconsin, to the City of Sheboygan, Sheboygan County, Wisconsin.
2. The population of said land is 0. The number of electors that reside on the lands to be annexed is 0.
3. Said land is contiguous to the City of Sheboygan and is presently part of the Town of Sheboygan, in Sheboygan County, Wisconsin.
4. I/We, the undersigned request that upon annexation, the land as described in Exhibit "A" be zoned as Suburban Commercial (SC).
5. Area of lands to be annexed contains 1.75 acres.
6. Tax Parcel number(s) of lands to be annexed: 59024351652

- Attach a copy of a complete legal description of the property.
- Attach a copy of a scale map of the property.
- Attach a copy of the most recent real estate tax bill.

Dated this _____ day of January, 2024

PROPERTY OWNER SIGNATURE(S):

VAN HORN PROPERTIES OF SHEBOYGAN LLC

Jeffrey A. Niesen
By: Jeffrey A. Niesen (Jan 10, 2024 15:43 CST)

Jeffrey A. Niesen

Jan 10, 2024







Annexation Petition for Signature

Final Audit Report

2024-01-10

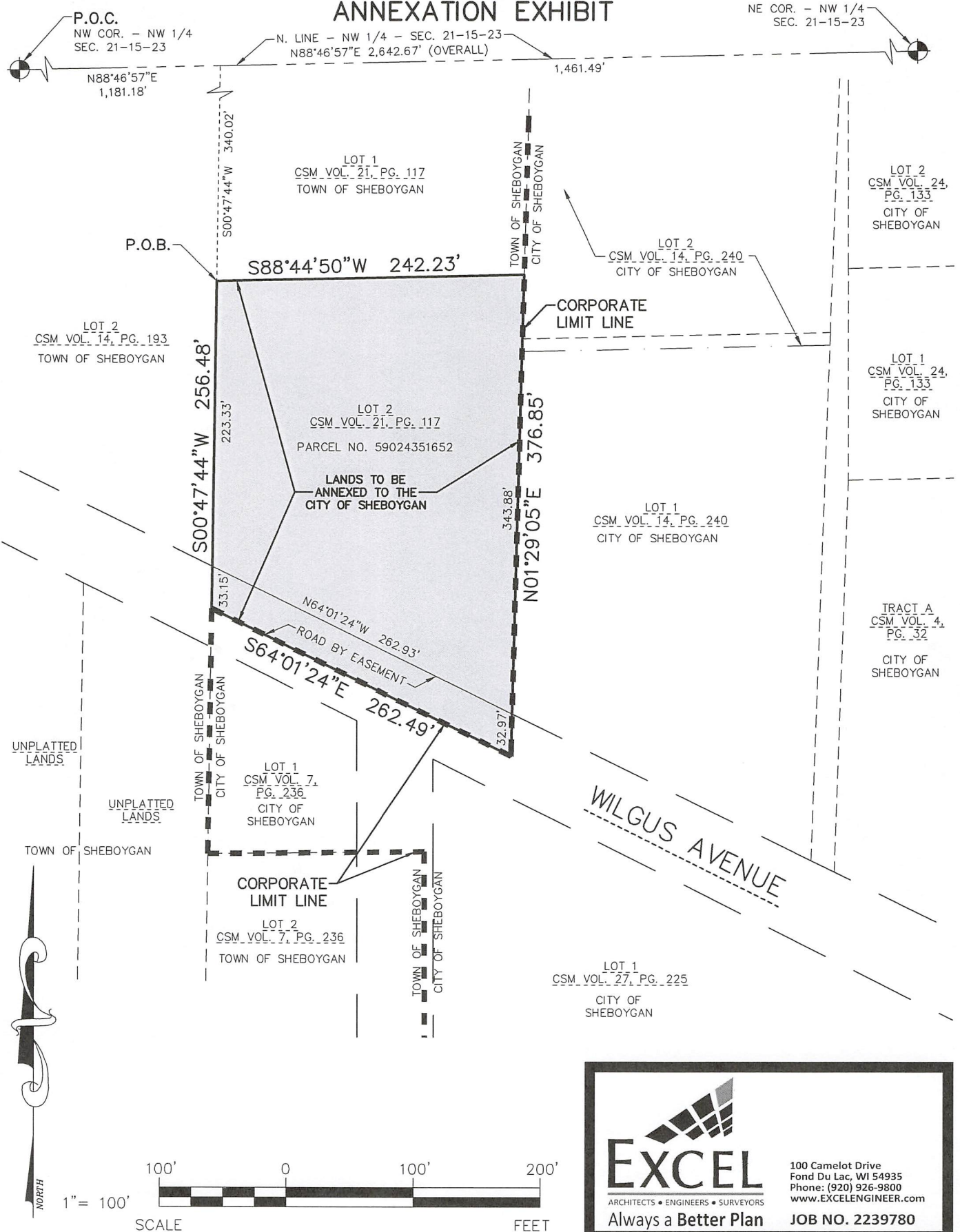
Created:	2024-01-10
By:	Lisa Van Handel (lisa.vanhandel@excelengineer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAvtKkZ7ZNJm1FbGohixt389nTWD_6usy

"Annexation Petition for Signature" History

-  Document created by Lisa Van Handel (lisa.vanhandel@excelengineer.com)
2024-01-10 - 9:38:04 PM GMT
-  Document emailed to jniesen@vhcars.com for signature
2024-01-10 - 9:39:17 PM GMT
-  Email viewed by jniesen@vhcars.com
2024-01-10 - 9:41:42 PM GMT
-  Signer jniesen@vhcars.com entered name at signing as Jeffrey A. Niesen
2024-01-10 - 9:43:10 PM GMT
-  Document e-signed by Jeffrey A. Niesen (jniesen@vhcars.com)
Signature Date: 2024-01-10 - 9:43:12 PM GMT - Time Source: server
-  Agreement completed.
2024-01-10 - 9:43:12 PM GMT



ANNEXATION EXHIBIT



Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102

Item 23.

wimunicipalboundaryreview@wi.gov
<https://doa.wi.gov/municipalboundaryreview>

Online Submittal and Payment: Instead of this form go to <https://appengine.egov.com/apps/wi/dir/annexation>
This will speed up the process by eliminating the time it used to take to mail the check to us.

Petitioner Information

Name: **Van Horn Properties of Sheboygan LLC**

Phone: **920-892-6466**

Email: **jniesen@vhcars.com**

Contact Information if different than petitioner:

Representative's Name: **David Gass**

Phone: **920-458-5501**

E-mail: **dgass@rohdedales.com**

1. Town(s) where property is located: **Town of Sheboygan**

2. Petitioned City or Village: **City of Sheboygan**

3. County where property is located: **Sheboygan County**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **1.75**

6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel):
59024351652

Include these required items with this form:

- ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- ☒ Signed Petition or Notice of Intent to Circulate [see attached annexation guide]
- ☒ Check or money order covering review fee [see next page for fee calculation]

(November 2022)

Annexation Review Fee Schedule

Item 23.

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Include check or money order, payable to: **Department of Administration**

DON'T attach the check with staples, tape, ...

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee & form received: _____

Payer: _____

Check Number: _____

Check Date: _____

Amount: _____

ANNEXATION SUBMITTAL GUIDE

Item 23.

s. 66.0217 (5) THE PETITION

- ☒ State the purpose of the petition:
- Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.
- ☒ Petition must be signed by:
- All owners and electors, if by unanimous approval.
 - See 66.0217 (3) (a), if by one-half approval.
 - See 66.0217 (3) (b), if by referendum.
- ☒ State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- ☒ The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR
- ☒ If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.
- ☒ The land may NOT be described only by:
- Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- ☒ The map shall be an **accurate reflection** of the legal description of the parcel being annexed. As such, it must show:
- A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoiners as referenced in the description.
- ☒ The map must include a **graphic scale**.
- ☒ The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- ☒ The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.
- ☐ If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).

**CITY OF SHEBOYGAN
RESOLUTION 141-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 15, 2024.

A RESOLUTION adopting a Marina and Riverfront Slips Fee Schedule.

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately due to the timeline desired for expediting lease agreements for the 2024 Harbor Centre Marina season.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the attached Marina and Riverfront Slips Fee Schedule.

BE IT FURTHER RESOLVED: That the fees adopted in the herein-adopted Marina and Riverfront Slips Fee Schedule shall supersede fees previously adopted.

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 Marina and Riverfront Slips Fee Schedule

Slip Rates	Charter Rate	Pleasure Rate
25ft (electric/water)	\$1,800.00	\$1,500.00
25ft Discount (non-electric/water)	\$1,200.00	\$1,000.00
30ft	\$2,040.00	\$1,700.00
35ft	\$2,520.00	\$2,100.00
40ft	\$3,240.00	\$2,700.00
45ft	\$3,960.00	\$3,300.00
50ft	\$4,400.00	\$3,700.00
T dock (55ft minimum)	\$90.00 per foot	\$75.00 per foot

Miscellaneous Fees	Rate
Transient	\$20.00 per day
Pump-out Service	\$15.00
Daily Launch Pass	\$8.00
Annual Launch Pass (Resident)	\$60.00
Annual Launch Pass (Non-Resident)	\$70.00
Fuel Surcharge	25%

Note: Charters will pay a rate of 20% more based on the increased demands on city services and the facilities, unless otherwise indicated.

**CITY OF SHEBOYGAN
RESOLUTION 140-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Engagement Letter with Integra Realty Resources relating to preparation of an appraisal and appraisal review services in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately in order to comply with deadlines established by the Scheduling Order in the litigation matter.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is hereby authorized to enter into the attached Engagement Letter with Integra Realty Resources for appraisal services in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.

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



January 10, 2024

Amy R. Seibel
Seibel Law Offices LLC
11520 N. Port Washington Road, Suite 4
Mequon, WI 53092

RE: Engagement for Walmart Supercenter, 3711 S Taylor Drive,
Sheboygan, Sheboygan County, WI; Parcel 59281479120;
Wal-Mart Real Estate Business Trust v. City of Sheboygan,
2020CV000426

Dear Ms. Seibel

I understand that your client is the City of Sheboygan ("City") and that there is an assessment appeal regarding the above referenced property.

I further understand that you would like to hire Integra Realty Resources – Chicago to provide appraisal and appraisal review services. Other appraisal services, such as testimony, may be required.

The City is the client and the intended uses are the court, client and counsel.

The appraisal problem to be solved is to value the subject property as of January 1, 2020, 2021 and 2022 in accordance with Wisconsin statutes, case law, and the Wisconsin Property Assessment Manual (WPAM). The appraisal review problem to be solved is to develop an opinion as to whether the opinions and conclusion in the reports prepared by the Plaintiff's Expert ("Gherke Appraisals") are credible within the context of the applicable requirements.

The appraisal will also be prepared in conformance with and subject to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We have performed prior services. We last appraised the property as of January 1, 2017 and 2018 and reviewed contemporaneous appraisals provided by the property owner, with a report completed on August 29, 2018.

City of Sheboygan
c/o Amy R. Seibel
RE: Walmart Supercenter, Sheboygan WI
January 10, 2024
Page 2

The fee for an appraisal will be \$10,500. Future assignment phases, should they be necessary, will be billed at normal hourly rates (\$325) plus expenses incurred. These terms are applicable for preparation, deposition and testimony.

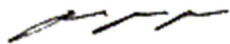
The appraisal report will be delivered on or before March 1, 2024 with a rebuttal report (review of the "Gherke" appraisals) delivered on or before April 30, 2024.

If the client is in agreement, please sign and return this letter. We will commence the assignment upon receipt and invoice the City upon completion. Please also provide the contact information (name, email and phone number) for our invoice.

Thank you for this opportunity to be of service and I look forward to working with you and the City.

Sincerely,

INTEGRA REALTY RESOURCES – CHICAGO



William H. Miller
Managing Director

AGREED & ACCEPTED THIS _____ DAY OF _____, 2023.

BY: CITY OF SHEBOYGAN

AUTHORIZED SIGNATURE

NAME (PRINT)

**CITY OF SHEBOYGAN
RESOLUTION 139-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the Finance Director to proceed with the process of rescinding the excess property tax payable by Sheboygan Outboard Club related to 2023 real estate tax for Parcel No. 59281895368P and paying the incorrect amount for tax settlement.

WHEREAS, an error by the assessor in the assessed value of Parcel No. 59281895368P resulted in a tax bill overage for Sheboygan Outboard Club in 2023 of \$401.60; and

WHEREAS, the error was caused by the assessment software duplicating valuation on the improvements on the leased land property in the City, and is therefore considered a palpable error pursuant to state statutes; and

WHEREAS, Wis. Stat. § 74.33 directs the excess property tax payment be rescinded in the event of palpable errors; and

WHEREAS, a chargeback request will be filed with the State of Wisconsin which if approved would allow the City of Sheboygan to receive a portion of the funds back from the other taxing jurisdictions pursuant to Wis. Stat. § 74.41.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2023 real estate taxes in the amount of \$401.60 for Parcel No. 59281895368P and pay this amount for the January tax settlement from the General Fund – Tax Roll Adjustment Account (Account No. 101150-580250).

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
RESOLUTION 138-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the Finance Director to proceed with the process of rescinding the excess property tax payable by Harbor Pride LLC related to 2023 real estate tax for Parcel No. 59281835115P and paying the incorrect amount for tax settlement.

WHEREAS, an error by the assessor in the assessed value of Parcel No. 59281835115P resulted in a tax bill overage for Harbor Pride LLC in 2023 of \$10,431.93; and

WHEREAS, the error was caused by the assessment software duplicating valuation on the improvements on the leased land property in the City, and is therefore considered a palpable error pursuant to state statutes; and

WHEREAS, Wis. Stat. § 74.33 directs the excess property tax payment be rescinded in the event of palpable errors; and

WHEREAS, a chargeback request will be filed with the State of Wisconsin which if approved would allow the City of Sheboygan to receive a portion of the funds back from the other taxing jurisdictions pursuant to Wis. Stat. § 74.41.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2023 real estate taxes in the amount of \$10,431.93 for Parcel No. 59281835115P and pay this amount for the January tax settlement from the General Fund – Tax Roll Adjustment Account (Account No. 101150-580250).

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
RESOLUTION 142-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding the provision of an employer health clinic for 2024.

RESOLVED: That the City Administrator is hereby authorized to execute the Amended and Restated Services Agreement, a copy of which is attached hereto and incorporated herein.

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

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (this “Agreement”) is made as of January 1, 2024 (the “Effective Date”) by and between **SolidaritUS Health Inc.**, a Delaware corporation (“SolidaritUS”), and **City of Sheboygan** a Wisconsin municipal corporation (“Client”). In this Agreement, SolidaritUS and Client each may be referred to as a “Party” or together as the “Parties”.

WHEREAS SolidaritUS manages delivery of broad scope, high-value advanced primary health care, including operation of conveniently accessible advanced primary care health centers, proactive provision and coordination of individualized, high-quality health care by qualified and accountable, personal primary care providers, and provision of exceptional patient access and broad-scope advanced primary care services, which include SolidaritUS provision of certain Services (defined below); and

WHEREAS Client desires to retain SolidaritUS to provide certain Services to Client, upon the terms and conditions hereinafter set forth, and SolidaritUS is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 2.6.

“Facility Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses, and costs in connection with HVAC maintenance or repair costs, security services, storm and sewer, garbage, housekeeping, data, telecommunications, water, electric, gas or other utilities and any other similar costs or expenses. Facility Expenses also includes any initial, one-time costs or expenses in connection with the Services, which shall include, without limitation, installation of signage, installation of cabling, wiring or other telecommunications infrastructure, or any other fixtures or similar expenses.

“Lease Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses and costs in connection with base rent, property taxes, common area maintenance.

“SolidaritUS –Health Care Services” shall mean advanced primary care services provided by SolidaritUS employees.

“SolidaritUS Health Staff” shall include SolidaritUS’ provided staff located within the care center facility such as medical doctors, nurse practitioners, physician assistants, chiropractors, physical therapists, health coaches, medical assistants, patient care coordinators/receptionists, etc.

“SolidaritUS Advanced Primary Care Services” shall include condition-specific Disease Management programming led by the SolidaritUS Health staff.

“Consulting” shall mean program design, recruiting, account management, custom reporting, etc. by SolidaritUS.

“Clinic Reporting” shall mean program reporting provided by SolidaritUS.

“Intellectual Property” shall mean all patents, patent applications, Trademarks, commercial names, copyrighted materials, and such other patentable or registrable intellectual property incorporated into or relating to the services, products, or business of a Party.

“Member” shall mean a person who is eligible to receive clinical services at the health center facility or from a SolidaritUS advanced primary care provider by virtue of being an employee or covered dependent enrolled in the Client’s medical plan.

“Operational Costs” shall include, but not be limited to, expenses such as electronic medical records and associated patient portals, data analytics, worker’s compensation and professional liability insurance, equipment and supplies necessary for daily operation of the Care Center, etc. as set forth in Exhibit A.

“Patient” shall mean any Member receiving or registered to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider. The base number of Patients as of January 1, 2023 shall be equal to the total number of unique Patients during the preceding 12 months of calendar year 2022. After January 1, 2023, the total number of Patients shall equal the base number of Patients as of January 1, 2023 plus the number of additional unique patients receiving or registering to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider during the course of the 2023 calendar year.

“Project Plan” shall mean the plan designed by SolidaritUS and Client, which details the project, timeline, and respective responsibilities of the Parties. The Project Plan is a working document, and the Parties acknowledge that it typically is not complete as of the Effective Date. Changes to the Project Plan after the Effective Date are only valid and binding upon the Parties when approved in writing by both Parties.

“Services” shall mean those certain services provided by SolidaritUS in the care service facility under this Agreement, as set forth on Exhibit A attached hereto.

“Service Start Date” shall mean the date on which the Services are to be in operation, as set forth on Exhibit A.

“Trade Secrets” shall have the meaning set forth in Section 2.2.

“Trademarks” shall mean those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by SolidaritUS in connection with the production, marketing, sale and distribution of Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

2. General Terms.

Section 2.1 Appointment.

During the term of this Agreement, Client appoints SolidaritUS as Client’s exclusive provider of the Services. During the term of this Agreement, Client shall not purchase, or receive any services from any third-party that are the same, similar, or competitive to the Services provided or offered by SolidaritUS, as set forth in Exhibit A, except that this section shall not apply to services provided through or in connection with the Sheboygan County Public Health Department. Nothing in this Agreement shall prohibit SolidaritUS from entering into agreements with others to provide any services.

Section 2.2 Trade Secrets.

The Parties recognize and acknowledge that, in performing Services under this Agreement, SolidaritUS will necessarily use and apply information that constitutes trade secrets under applicable law (“Trade Secrets”), and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any SolidaritUS’ Trade Secrets or permit any person to examine and/or make copies of any documents that contain or are derived from SolidaritUS’ Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect SolidaritUS’ Trade Secrets as if they were Client’s Trade Secrets. In so doing, Client shall comply with any reasonable request from SolidaritUS for the protection of Trade Secrets. Likewise, any Trade Secret revealed by Client to SolidaritUS shall not be disclosed in any way by SolidaritUS.

Section 2.3 No Rights to Intellectual Property.

(a) Nothing in this Agreement shall be construed (i) to give either Party any right, title, or interest in or to any of the other Party’s Intellectual Property, Confidential Information, or other property, or (ii) to provide that a Party is selling, transferring, conveying, or otherwise giving away any of its Intellectual Property to the other Party.

(b) Client acknowledges and agrees that it has no right, title, or interest in or to any system or other applications designed for and used in connection with the SolidaritUS program or the Services. SolidaritUS acknowledges and agrees that it has no right, title, or interest in or to any system or other applications owned by Client.

(c) With the exception of documents considered to be part of a patient’s medical record, and documents subject to public records laws (but only to the extent provided under such laws), all electronic and other documents including reports, and

spreadsheets prepared or furnished by SolidaritUS pursuant to this Agreement will be the property of SolidaritUS. All medical records created pursuant to this Agreement shall, between SolidaritUS, on the one hand, and the Client, on the other hand, be the property of Client. Client may be provided copies of SolidaritUS' documents for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by Client, except as Client may be required to do so by law. To the extent permitted by law; any SolidaritUS' documents will be regarded as Intellectual Property of SolidaritUS.

(d) Without SolidaritUS' prior written consent, Client shall not use, directly or indirectly, any property of SolidaritUS for any purpose, except as may be required by law. Except as set forth herein, without Client's prior written consent, SolidaritUS shall not use, directly or indirectly, any property of Client for any purpose, except as may be required by law.

(e) Neither Client nor SolidaritUS shall permit any lien to be placed against the other Party's property.

Section 2.4 Relationship of Parties.

The Parties expressly understand and agree that SolidaritUS is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of SolidaritUS' activities, or those of its employees or agents, in the performance of this Agreement. Except as expressly provided herein, neither Client nor SolidaritUS shall have any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other Party. Except as expressly provided herein, each Party is independent of the other and shall not hold itself out to be the agent, employer, or partner of the other. The only relationship is between the Parties by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of SolidaritUS.

Client shall not make any representations or warranties on behalf of SolidaritUS, the health and wellness program, employer clinic, or the Services, including to third parties or to Client employees, without the express advance written consent of SolidaritUS.

2.6 General Confidentiality.

(a) In addition to any obligations under any Business Associate Agreement between the Parties, which shall remain outstanding, the Parties shall ensure that any non-public information or knowledge acquired or received by a Party (the "Receiving Party") under this Agreement, or learned in the course of providing or receiving Services hereunder and any information disclosed by a Party (the "Disclosing Party") in the course of providing or receiving the Services hereunder, whether disclosed orally or in writing,

whether marked as “Confidential” or “Proprietary” or not, including any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information where the nature of the information or data disclosed makes itself obvious to a reasonable person familiar with the industry and purpose of disclosure that it is confidential (“Confidential Information”) shall be treated as confidential by the Receiving Party and its employees and shall not, unless required by law or otherwise permitted by the Disclosing Party, be disclosed or used during or after termination of this Agreement without the Disclosing Party’s prior written consent. Confidential Information shall include, without limitation, Trade Secrets, technology, and information relating to the other Party’s operations and strategies. The obligations of this Section shall apply during the term of this Agreement and shall continue for a period of three (3) years thereafter.

(b) The provisions of this Section shall not apply to any information which: (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party; (iii) becomes rightfully available to the Receiving Party from a source other than the Disclosing Party; (iv) is required to be disclosed by court order or other legal process, including but not limited to a valid public records request; provided that, to the extent allowed by law, the Receiving Party shall immediately notify the Disclosing Party in writing of such legal requirement, whereupon the Disclosing Party at its expense, shall have the right to commence proceedings to enjoin or limit the disclosure of such information and the Receiving Party shall reasonably cooperate therewith, and under all such circumstances the Receiving Party shall only disclose that portion of the Confidential Information which its counsel opines is required to satisfy such court order or the legal process.

3. Services and Fees

Section 3.1 General Duties and Fees.

In consideration for SolidaritUS’ performance of the Services and the rights granted to Client under this Agreement, Client shall pay to SolidaritUS the fees and amounts set forth on Exhibit A. Client acknowledges and agrees that SolidaritUS may employ the services of non-employee contractors, partners and agents, including, but not limited to, physicians who are not SolidaritUS’ employees, in the course of providing Services under this Agreement.

Section 3.2 Billing.

SolidaritUS shall issue invoices to Client for any Services and Client shall pay all invoiced amounts due to SolidaritUS within 30 days of Client’s receipt of such invoice. Client acknowledges and agrees that invoices shall reflect pricing based on terms specified in Exhibit A. If Client pays SolidaritUS late, SolidaritUS will be entitled to impose an additional charge of 1.5% per month on the full amount of the invoice. The PMPM fees are invoiced Monthly and will be issued no later than the 15th of the month the services are rendered. For example, an invoice will be sent to the Client by April 15th for all PMPM fees for services rendered in April and the Client shall pay such invoice by May 15. Any additional fees incurred, as provided in Exhibit A, shall be submitted by SolidaritUS with the Monthly invoices.

Section 3.3 Taxes.

Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, if any, duties and charges of any kind, if any, imposed by any federal, state, or local government entity on any amounts payable by Client hereunder, provided that, in no event shall Client be responsible for any taxes imposed on, or with respect to, SolidaritUS' income, revenue and gross receipts, personnel or real or personal property or other assets.

Section 3.4 Service Start Date.

Services will be made available by the Service Start Date(s) set forth on Exhibit A assuming this Agreement has been signed by both Parties. After the Effective Date, SolidaritUS will provide design and setup services prior to Service Start Date, subject to Client's payment of any required Implementation Fee and any other fees required for such services. SolidaritUS will not conduct Health Screens prior to this Agreement being signed by both Parties.

4. Responsibilities of Client.

Section 4.1 General Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following during the term of this Agreement:

- (a) Provide SolidaritUS with all required and requested data to properly populate patient database on a monthly basis.
 - (i) Eligibility File
 - (ii) Termination File
- (b) Client shall secure transmission of client's eligible medical plan participants' medical claims and prescription drug claims data files to the SolidaritUS-designated data analytics platform in a useable format and in accordance with the data fields requested by SolidaritUS.
- (c) Active employer clinic programming support and promotion including correspondence with SolidaritUS about matters that might directly or indirectly affect the success of the employer clinic programming.
- (d) Client and SolidaritUS shall work together to create programs and incentives to maximize steerage and increase utilization of Care Center.
- (e) Sufficient private onsite space at Client and support for SolidaritUS' personnel, patients and participants when conducting necessary employer clinic programming and/or wellness programming services.
- (f) Site internet access (if applicable).

(g) Any other reasonable access to Client's information, property, records, or documents reasonably necessary to allow SolidaritUS' performance of the Services under this Agreement.

Section 4.2 Office Lease Reimbursement; Clinic Facility Expenses.

(a) If, after the Effective Date, Client and SolidaritUS agree that SolidaritUS shall provide office space for the provision of any Services hereunder, then the provision of such office space and the expenses incurred in connection therewith shall be subject to, and governed by, the terms and conditions of Exhibit A to Services Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for the payment of any Lease Expense or Facility Expense as both described in Section 1 in connection with this Agreement and all such Lease and Facility Expenses shall be the responsibility of Client.

Section 4.3 Member Education and Promotion of Engagement in Care

(a) Health and wellness education, dissemination of information to Members, and promotion of Member engagement in care will be conducted as described in Exhibit A, Section II.2(b) entitled "Communications Plan". In connection therewith, Client shall provide SolidaritUS reasonable access to employee communication channels so that SolidaritUS can fulfill such obligations.

(b) The "InHealth Clinic" and all signage shall be co-branded with "SolidaritUS Health Center".

Section 4.4 Report of Problems.

Client shall provide prompt notification to SolidaritUS of any problems encountered by Client, Client's participants, or other patrons of the Services, upon such problems becoming known to Client.

Section 4.5 Legal Compliance.

Client shall be responsible for identifying and satisfying any legal obligations arising as a result of any health and wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such health and wellness program's design.

Section 4.6 Pediatrics.

Pediatric services for patients from birth through twenty-four months will be referred to local pediatric providers.

Section 4.7 Quarterly Meetings.

The Parties will meet quarterly to discuss progress of SolidaritUS care for Client's participating members, including but not limited to, expected standards, center metrics, reporting and goals.

5. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) its execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

6. Insurance and Liability.

Section 6.1 Insurance.

SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of \$3,000,000 per occurrence for bodily injury and for property damage. If requested by Client, SolidaritUS hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. SolidaritUS agrees that it will maintain workers' compensation insurance for SolidaritUS' employees in an amount not less than the statutory requirements. SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance.

Section 6.2 Limited Liability.

(a) The Parties agree that SolidaritUS shall not be responsible or liable for any claim, loss, liability, obligations, error, act or omission of any kind or nature of Healics, its managers, employees, or their operations, whether accrued, contingent, absolute, determined, determinable or otherwise, which are known or unknown or which may have accrued prior to the date of the assignment of the 2022 Agreement, whether related to the 2022 calendar year or earlier periods during which Healics provided Services to Client.

(b) In the event of any discontinuation of the Services provided hereunder, neither Party nor its officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special, incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or not foreseeable, which are claimed to have arisen therefrom (whether or not the Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

7. Indemnification.

Section 7.1 SolidaritUS Indemnification.

SolidaritUS, on behalf of itself, its contractors and agents (“SolidaritUS’ Parties”) agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any SolidaritUS’ Parties; (ii) any willful misconduct or bad faith on behalf of any SolidaritUS’ employee; (iii) SolidaritUS’ negligence or willful misconduct in the management of site safety; and (iv) SolidaritUS’ regulatory compliance as described in Section 9.3.

Section 7.2 Client Indemnification.

Client, on behalf of itself, its contractors, and agents (“Client Parties”) agrees to defend, indemnify, and hold harmless SolidaritUS, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties; (ii) any willful misconduct or bad faith on behalf of any Client Parties; and (iii) Client Parties’ regulatory compliance. All obligations of Client under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained within Wisconsin law, including those set forth in Secs. 893.80, 895.52 and 345.05, Wis. Stats., which shall be applied to both contractual and tort liability of Client with respect to this Agreement. Nothing herein constitutes a waiver or estoppel by Client or its insurer of any governmental immunities, defenses, or other limitations within Wisconsin or other law despite any provision herein to the contrary.

Section 7.3 Indemnification Procedure.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim giving rise to an indemnification claim and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party may, in its discretion, take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

Section 7.4 Survival of Indemnification.

The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Term.

Section 8.1 Term.

(a) Unless terminated earlier as provided in this Section 8, this Agreement shall be effective as of the Effective Date and shall have a term of 12 months following the Service Start Date and shall expire on December 31, 2024. .

(b) The Parties will commence discussion by no later than June 1, 2024 for the purpose of reaching agreement by no later than July 1, 2024 on a successor 3-year agreement which shall commence on January 1, 2025. Among issues addressed shall be: 1) redesign and upgrade of the Sheboygan InHealth Clinic by Solidaritus site, and 2) addition of healthy lifestyle education and training programs.

Section 8.2 Termination for Cause.

This Agreement may be terminated by either Party in the event of (a) any material default in, or material breach of, any of the terms and conditions of this Agreement by the other Party, which default continues in effect after the defaulting Party has been provided with written notice of default and thirty (30) days to cure such default; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (c) either Party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (d) either Party's making a general assignment for the benefit of creditors; or either Party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.

Section 8.3 Effect of Termination.

If this Agreement is terminated by either Party under Section 8.2, while SolidaritUS is performing any Services for Client hereunder, Client shall immediately pay SolidaritUS the total fees due and payable under this Agreement for any Services already completed by SolidaritUS hereunder and for any non-cancellable third-party products or services purchased by SolidaritUS solely on Client's behalf.

Section 8.4 Survival.

All obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement, including the Parties' confidentiality and indemnity obligations if any, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

9. Miscellaneous.

Section 9.1 Notices.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advance written notice to the other Party.

Section 9.2 Consents, Approvals, and Exercise of Discretion.

Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 9.3 Regulatory Compliance.

SolidaritUS accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and SolidaritUS' services in particular. Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its health and wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the Services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223 and, as such, may affect the ability of a health and wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

Section 9.4 Non-Waiver.

The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 9.5 Press Releases.

If Client or SolidaritUS issues a press release announcing this Agreement, each Party has the right to review and approve said press release. The Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 9.6 Assignment.

The Parties may not assign any of their rights, obligation, or performance of Services hereunder to any other person or entity without the prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed, provided however, that either Party may transfer or assign this Agreement for the purpose of a restructuring of its operations or in the event of a change of control or the sale of all or substantially all of its assets to which this Agreement relates.

Section 9.7 Governing Law and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin without regard to principles of conflicts of laws.

Section 9.8 Cumulative Rights.

The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights that SolidaritUS and Client may have.

Section 9.9 Additional Assurances.

Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

Section 9.10 Force Majeure.

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 9.11 Severability.

If any covenant or other provision of this Agreement is deemed to be invalid, illegal, or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

Section 9.12 Divisions and Headings.

The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 Entire Agreement.

With respect to the subject matter of this Agreement, this Agreement and any attached Exhibits and Schedules supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or

contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 9.14 Basis of Bargain.

Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been considered and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 9.15 Remedies.

Termination of this Agreement and/or suspension of Services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is affected; all other remedies provided herein will remain available.

Section 9.16 Business Practices.

Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 9.17 Expenses

Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date:

CLIENT:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Attn: H R Department

SOLIDARITUS HEALTH, INC.:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

SolidaritUS Health Inc.
Suite 907
1025 Connecticut Avenue NW
Washington, DC 20036
Attn: Dr. Michael Kapsa

EXHIBIT A

DESCRIPTION OF FEES AND SERVICES

I. SERVICE START DATE: January 1, 2024

II. FEES & BILLING:

1. Client shall compensate SolidaritUS for provision of the services described in Section III of this Exhibit A in accordance with the provisions in this Section II.

- (a) The Base PMPM fee and minimum number of eligible Members - Client shall compensate Solidaritus Health a base Per Member Per Month (PMPM) fee of in \$15.30 assessed each month of calendar year 2024 on a minimum number of 780 eligible Members, except as provided in subsection (b), below.
- (b) Increase to 2,112 unique Patients (500 greater than in 2022) or more
 - i. If during the course of this agreement, the overall number of unique Patients receiving or registering for care at the health facility increases to a threshold of 2,112 or more, overall, (including employees and covered dependents of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan medical plans) over any 12-month period, then SolidaritUS shall add an additional .50 FTE advanced provider. If during the course of this Agreement, the overall number of unique Patients receiving or registering for care at the facility should increase yet 400 further to 2,512 or more, overall, over any 12-month period, then SolidaritUS shall add yet another .50 FTE advanced provider.
 - ii. Beginning the month a threshold is reached, respectively of 2,112 or 2,512 unique Patients receiving or registering for care, overall, over any 12-month period, Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan shall collectively pay SolidaritUS PMPM fees assessed on a new minimum number of either 2,112 or 2, 512 unique patients in accordance with the unique Patient threshold

reached. In the event either unique Patient threshold number is reached, Client's share of the additional PMPM fees paid to SolidaritUS shall equal the number of additional unique Patients who are eligible employees or covered dependents of Client's medical plan.

- iii. If the additional .50 FTE advanced provider is a Nurse Practitioner (NP) or a Physicians' Assistant (PA), the PMPM fee shall remain at \$15.30 during calendar year 2024 and shall rise by an amount equal to the most recently available October to October CPI-U in each subsequent year.
- iv. If the additional .50 FTE advanced provider is a physician, (that is, an MD or DO), which shall require the unanimous approval of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan, the then-current PMPM for each entity shall increase by an average of \$2.62 during calendar year 2024 and shall rise by an amount equal to the most recently available October to October CPI-U in each subsequent year..

2. ADDITIONAL FEES:

- (a) Medical/Pharmacy Data Transmission – Client shall pay assessed costs, if any, for transmission of Client's eligible medical plan participants' medical claims and prescription drug claims data to SolidaritUS' analytics platform, and any cost for translation of such data to a useable format, if necessary.
- (b) Communications Plan – SolidaritUS and client shall agree on a Health Care Communications Plan for the purpose of health and wellness education, dissemination of information to Members, and promotion of Member engagement in care. SolidaritUS shall design such materials for the Health Care Communications plan at no cost to the client. Client shall pay the cost, without markup, for printing and any postage charges for mailing such materials to Client or Members' homes.
- (c) Client shall pay all facilities expenses and service fees consistent with past practice.

III. SERVICES: SolidaritUS shall be responsible for providing, in accordance with the terms and conditions of this Agreement, the marked (☒) services for the associated fee during the term of this Agreement.

1. SolidaritUS Health Programming:

- (a) SolidaritUS Health Staffing shall include the following:
- ☐ Medical Doctor(s)
 - ☒ Nurse Practitioner(s) – starting 2.5 FTE equivalent
 - ☒ Chiropractor(s) – 1
 - ☒ Medical Assistant(s) – 2
 - ☒ Patient Care Coordinator(s) – 1
 - ☐ Collaborating Physician
- i. SolidaritUS may work with the Client to staff the clinic with another comparable provider and/or staff member during scheduled absences such as vacation, continuing education, and sick days.
- ii. Staffing of the clinic may be adjusted to fit the needs of Client’s population; the actual days and times may vary to meet this requirement.
- iii. Advanced health care services provided by the SolidaritUS Health advanced primary care providers shall include:
- Preventive Care
 - Urgent Care
 - Episodic Sick Care
 - Chronic Disease Prevention and Management
 - Medication Management
 - Maintenance of Wellness
 - Range of Treatments and Procedures
 - Healthy Lifestyle & Risk Reduction Coaching
 - Coordination of Appropriate Hospital and Specialist Care
 - Immunizations
 - Lab Tests

Note: Members may access appropriate lab tests from the extensive SolidaritUS panel when they have completed an establishing appointment with a selected SolidaritUS

personal, advanced primary care provider,
and said advanced primary care provider
orders the lab test.

(b) Operational Costs that shall be borne by SolidaritUS:

- ☒ Laboratory services
- ☐ Onsite dispensed medications
- ☒ Medical and administrative supplies
- ☒ Healthcare analytics services
- ☒ Vaccinations listed below:
 - DtaP
 - Flu
 - Hepatitis A (2 shot series)
 - Hepatitis B (3 shot series)
 - HPV (human papilloma virus)
 - HIB
 - Meningococcal
 - MMR (measles, mumps, rubella)
 - Pneumovax (Prevnar)
 - Polio
 - RV
 - TD (tetanus, diphtheria, booster)
 - TdaP (tetanus, diphtheria, pertussis)
 - Varicella (chicken pox)
 - Shingrex (shingles)

Exception to SolidaritUS responsibility for all vaccine expenses: In the future, should a price be required for purchase of COVID vaccines, SolidaritUS staff will administer the COVID vaccines, provided the Client agrees to reimburse SolidaritUS for acquisition cost, without markup, for such COVID vaccines.

- ☒ eClinicalWorks or comparable electronic medical records services
- ☒ Telehealth

(c) Consulting shall include the following at no additional cost to Client:

- ☒ Recruitment of SolidaritUS Health staff (see Section III, 1a)
- ☒ Ongoing management of SolidaritUS Health program and staff will include:
 - Coaching of nurse practitioners and support teams by the SolidaritUS Chief Medical Officer

- Specialist eConsultation for advanced providers
- Administrative support from Regional Manager of SolidaritUS Health Centers
- Virtual meetings via phone or webinar may take place monthly, or as needed

(d) Clinic Reporting shall include the following standard reports:

- ☒ Quarterly Clinic Performance Report
- ☒ Annual Financial Impact Report
- ☒ Annual SolidaritUS Health Disease Management Performance Report

**CITY OF SHEBOYGAN
RESOLUTION 143-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023.

WHEREAS, a financial reporting best practice is to remove bad debts from the general ledger in order to ensure an accurate accounts receivable balance; and

WHEREAS, this process is sometimes referred to as "writing off" debts owed to the City; and

WHEREAS, the Finance Department has identified \$49,068.75 of uncollected delinquent personal property taxes and \$89,882.80 of uncollected accounts receivable that are appropriate to write off; and

WHEREAS, the uncollected delinquent personal property taxes are associated with businesses that are closed, inactive, or have such small balances that collection efforts would be more costly than the amount owed; and

WHEREAS, the uncollected accounts receivable amounts have been outstanding for a considerable length of time; and

WHEREAS, additional details regarding these uncollected amounts are found in the spreadsheets attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take the steps necessary to remove the \$49,068.75 in uncollected delinquent personal property taxes and \$89,882.80 of uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023.

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

Tax Year	Invoice	Customer	Name/Address Line 1	Write Off Reason	Billed Amount	Paid Amount	Due Amount	AR Code	AR Description 1
2022	800075	40839	ACME ARMATURE WORKS INC	Closed/Inactive	17.02	0.00	17.02	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	80007517	40839	ACME ARMATURE WORKS INC	Closed/Inactive	4,454.70	0.00	4,454.70	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	80007520	40839	ACME ARMATURE WORKS INC	Closed/Inactive	35.22	0.00	35.22	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80007521	40839	ACME ARMATURE WORKS INC	Closed/Inactive	24.43	0.00	24.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95026820	58499	ADVANCED PAIN MANAGEMENT SC	Closed/Inactive	1,009.85	0.00	1,009.85	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95026821	58499	ADVANCED PAIN MANAGEMENT SC	Closed/Inactive	1,200.56	0.00	1,200.56	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95034821	58501	AMBA GROUPS LLC	Closed/Inactive	219.54	0.00	219.54	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950782	57972	ASURION UBIF FRNCHS LLC	Closed/Inactive	204.86	0.00	204.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	800565	57806	AUTO TIME SERVICES LLC	Closed/Inactive	177.18	0.00	177.18	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	80056517	57806	AUTO TIME SERVICES LLC	Closed/Inactive	688.25	0.00	688.25	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	80056518	57806	AUTO TIME SERVICES LLC	Closed/Inactive	22.86	0.00	22.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	80056519	57806	AUTO TIME SERVICES LLC	Closed/Inactive	22.68	0.00	22.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	80056520	57806	AUTO TIME SERVICES LLC	Closed/Inactive	71.30	0.00	71.30	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80056521	57806	AUTO TIME SERVICES LLC	Closed/Inactive	99.02	0.00	99.02	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	800170	49959	BOOST MOBILE	Closed/Inactive	177.18	0.00	177.18	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80017021	49959	BOOST MOBILE	Closed/Inactive	127.27	0.00	127.27	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	805820	57814	BRENT A NEEVEL FITNESS	Closed/Inactive	448.53	0.00	448.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95034221	47074	CLUB LEON	Closed/Inactive	1,384.98	0.00	1,384.98	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	81001421	500275	COMFORT KEEPERS	Closed/Inactive	270.25	0.00	270.25	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950761	57968	CONWAY, NICHOLAS & BRANDI MILLIE'S NEW Y	Closed/Inactive	110.71	0.00	110.71	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950728	57957	EL DURANGO RESTAURANTE LLC	Closed/Inactive	115.83	0.00	115.83	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950527	57936	GREENHOUSE PARTNERS	Closed/Inactive	376.53	0.00	376.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95052720	57936	GREENHOUSE PARTNERS	Closed/Inactive	356.90	0.00	356.90	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95052721	57936	GREENHOUSE PARTNERS	Closed/Inactive	423.87	0.00	423.87	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	830752	57823	GREER, DANIEL	Closed/Inactive	376.53	0.00	376.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	83075217	57823	GREER, DANIEL	Closed/Inactive	80.80	0.00	80.80	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	83075218	57823	GREER, DANIEL	Closed/Inactive	90.64	0.00	90.64	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	83075219	57823	GREER, DANIEL	Closed/Inactive	131.45	0.00	131.45	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	83075220	57823	GREER, DANIEL	Closed/Inactive	249.91	0.00	249.91	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	83075221	57823	GREER, DANIEL	Closed/Inactive	445.14	0.00	445.14	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95066721	58516	KELLER WILLIAMS REALTY INC	Closed/Inactive	565.45	0.00	565.45	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950259	57921	KORTHALS ENTERPRISES	Closed/Inactive	36.10	0.00	36.10	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950378	25333	MINIT MART	Closed/Inactive	3,112.70	0.00	3,112.70	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950384	25333	MINIT MART	Closed/Inactive	6,184.88	0.00	6,184.88	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	861188	280	MULLENS, THOMAS E.	Closed/Inactive	3,433.19	0.00	3,433.19	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	865075	57845	NALINI RAJAMANNAN, MD	Closed/Inactive	16.84	0.00	16.84	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	865081	35838	NARCISUS LLC	Closed/Inactive	775.22	0.00	775.22	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	875428	57903	POINT DE VUE COMM INC	Closed/Inactive	11.03	0.00	11.03	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	87542821	57903	POINT DE VUE COMM INC	Closed/Inactive	11.20	0.00	11.20	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950301	57922	RAYMOND LSG	Closed/Inactive	264.67	0.00	264.67	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	95025418	35239	SUN GRAPHICS MEDIA	Closed/Inactive	127.88	0.00	127.88	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	95025419	35239	SUN GRAPHICS MEDIA	Closed/Inactive	342.76	0.00	342.76	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95025420	35239	SUN GRAPHICS MEDIA	Closed/Inactive	428.13	0.00	428.13	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95025421	35239	SUN GRAPHICS MEDIA	Closed/Inactive	508.63	0.00	508.63	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	90053517	57971	T & A FITNESS LLC	Closed/Inactive	2,291.95	0.00	2,291.95	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	90053518	57971	T & A FITNESS LLC	Closed/Inactive	1,829.60	0.00	1,829.60	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	90053519	57971	T & A FITNESS LLC	Closed/Inactive	1,310.40	0.00	1,310.40	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	90053520	57971	T & A FITNESS LLC	Closed/Inactive	1,032.58	0.00	1,032.58	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950347	57925	TATTOOS BY ADAM LLC	Closed/Inactive	199.35	0.00	199.35	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	95034719	57925	TATTOOS BY ADAM LLC	Closed/Inactive	115.75	0.00	115.75	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95034720	57925	TATTOOS BY ADAM LLC	Closed/Inactive	178.23	0.00	178.23	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95034721	57925	TATTOOS BY ADAM LLC	Closed/Inactive	211.94	0.00	211.94	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	905455	34670	TWO GUYS TAXI SERVICE LLC	Closed/Inactive	166.15	0.00	166.15	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	90545521	34670	TWO GUYS TAXI SERVICE LLC	Closed/Inactive	165.20	0.00	165.20	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950831	40227	UBREAKIFIX	Closed/Inactive	354.36	0.00	354.36	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950350	57926	VAUGHN, STEVE	Closed/Inactive	132.87	0.00	132.87	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	83602121	58519	HUB INTERNATIONAL MIDWEST LIMITED	Closed/Inactive	900.63	889.26	11.37	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		800170	ALMUGHRAHI, EYAD	Small Amount Due	70.82	70.37	0.45	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		805087	BADGER OPTICAL OF SHEB	Small Amount Due	115.61	110.63	4.98	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		840999	JLK CORPORATION.	Closed/Inactive	926.55	0.00	926.55	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		855492	LMSG OF WI INC	Closed/Inactive	7.79	0.00	7.79	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		855545	LOCATE STAFFING INC	Small Amount Due	134.87	133.65	1.22	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		860706	MERIZON GRP INC	Closed/Inactive	37.75	0.00	37.75	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		860708	MERIZON GRP INC	Closed/Inactive	109.56	0.00	109.56	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		861125	MOSER, JEFFREY L	Closed/Inactive	13.89	0.00	13.89	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		861188	MULLENS, THOMAS & MARY	Closed/Inactive	2362.65	0.00	2,362.65	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		861188	MULLENS, THOMAS & MARY	Closed/Inactive	3187.7	0.00	3,187.70	DLNPP	DELINQUENT PERSONAL PROPERTY
2017		865081	NARCISUS LLC	Closed/Inactive	93.73	0.00	93.73	DLNPP	DELINQUENT PERSONAL PROPERTY
2018		865081	NARCISUS LLC	Closed/Inactive	115.83	0.00	115.83	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		865081	NARCISUS LLC	Closed/Inactive	185.52	0.00	185.52	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		865081	NARCISUS LLC	Closed/Inactive	354.39	0.00	354.39	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		865081	NARCISUS LLC	Closed/Inactive	717.38	0.00	717.38	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		875428	POINT DE VUE COMM INC	Small Amount Due	6.17	0.00	6.17	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		890031	S & D COFFEE INC	Small Amount Due	13.18	12.99	0.19	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		890031	S & D COFFEE INC	Small Amount Due	37.29	36.40	0.89	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		900689	SUNNYSIDE DAY CARE LLC	Small Amount Due	283.81	279.62	4.19	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		905032	TASTY SHEB LLC	Closed/Inactive	274.68	0.00	274.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2018		905378	TRAVELER'S IMPORTS LLC	Small Amount Due	19.9	19.61	0.29	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		910180	URBAN ARTIQUE LLC	Closed/Inactive	35.41	0.00	35.41	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		910180	URBAN ARTIQUE LLC	Closed/Inactive	47.71	0.00	47.71	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		950351	VANHAUS, TIM	Closed/Inactive	487.29	0.00	487.29	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		950351	VANHAUS, TIM	Closed/Inactive	460.36	0.00	460.36	DLNPP	DELINQUENT PERSONAL PROPERTY

2021	950351 VANHAUS, TIM	Closed/Inactive	355.42	0.00	355.42	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	950357 TURK, JAMES & NICOLE	Closed/Inactive	26.87	0.00	26.87	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950357 TURK, JAMES & NICOLE	Closed/Inactive	111.66	0.00	111.66	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950372 PINKY'S LLC	Closed/Inactive	637.43	0.00	637.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950520 STEWART, LISA	Closed/Inactive	29.88	0.00	29.88	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	950547 NATL RETAIL PROP, LP	Closed/Inactive	472.43	0.00	472.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950547 NATL RETAIL PROP, LP	Closed/Inactive	637.43	0.00	637.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950567 NICK, RACHEL	Closed/Inactive	14.68	0.00	14.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950657 KITTLER, VERN &	Closed/Inactive	106.15	0.00	106.15	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	991090 MANUFACTURING, EPOWER	Small Amount Due	327.29	322.45	4.84	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	815325 DGL CINEMA DISTRIBUTION	Small Amount Due	0.44	0.00	0.44	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	825401 FRESH SNAPPED PHOTO LLC	Small Amount Due	0.56	0.00	0.56	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	890888 SECURUS TECH INC	Small Amount Due	0.73	0.00	0.73	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	900543 STENGEL, LISA C	Small Amount Due	0.08	0.00	0.08	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	950358 IBC TECH USA	Small Amount Due	0.47	0.00	0.47	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	950525 GESCHKE, CHRISTY	Small Amount Due	0.69	0.00	0.69	DLNPP	DELINQUENT PERSONAL PROPERTY

Total Personal Property Write-Off \$ 49,068.75

Bill Year	Bill Number	Bill Category	Due Amount	Customer Name	City	State	Zip
2015	826937	Parking Ticket	25.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	5697	DPW Work Order	2,675.40	DUGGAN, DANIEL L.	MANITOWOC	WI	54220
2016	5698	DPW Work Order	4,894.65	OAKLEY, RENEE A.	SHEBOYGAN	WI	53083
2016	5701	DPW Work Order	2,830.79	OBENSKI, GERALD J.	CLEVELAND	WI	53015
2016	5807	DPW Work Order	1,447.90	SEIBERT, WILLIAM T.	SHEBOYGAN	WI	53081
2016	5632	Police General Billing	100.00	SPRINT	SHEBOYGAN	WI	53081
2016	5696	DPW Work Order	4,090.18	TILLMAN, CURTIS	SHEBOYGAN	WI	53081-5259
2016	835796	Parking Ticket	45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	835691	Parking Ticket	45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2016	836352	Parking Ticket	45.00	MURALLES, BLANCA	FRANKLIN PARK	IL	60131-2955
2016	836487	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2642
2016	836760	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2643
2016	837191	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2644
2016	837359	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2645
2017	845283	Parking Ticket	45.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2017	846178	Parking Ticket	50.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2017	846184	Parking Ticket	50.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2017	847297	Parking Ticket	45.00	DAUGHERTY, CHANTZ G.	MADISON	WI	53704-2584
2017	849233	Parking Ticket	50.00	DUGGAN, DANIEL L.	MANITOWOC	WI	54220
2017	849240	Parking Ticket	45.00	DUGGAN, DANIEL L.	MANITOWOC	WI	54221
2017	849248	Parking Ticket	45.00	DUGGAN, DANIEL L.	MANITOWOC	WI	54222
2017	849253	Parking Ticket	50.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2016	837050	Parking Ticket	45.00	FREEMAN, JOHN	CHICAGO	IL	60636-3228
2016	836079	Parking Ticket	45.00	LABONTA, ALLEN	CHICAGO	IL	60651
2016	836675	Parking Ticket	45.00	LABONTA, ALLEN	CHICAGO	IL	60651
2016	837892	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2016	837012	Parking Ticket	45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524
2016	818149	Parking Ticket	20.00	FABIAN, HEATHER B.	SHEBOYGAN	WI	53081-2731
2016	835733	Parking Ticket	45.00	YANG, XINYU	EAST LANSING	MI	48823-4969
2016	837708	Parking Ticket	45.00	JOCHIMSEN, DUNCAN G.	SHEBOYGAN	WI	53081
2016	832392	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2016	836567	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2016	837618	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2016	835370	Parking Ticket	45.00	BROWN, KYLE C.	LAS VEGAS	NV	89123-1087
2016	835379	Parking Ticket	30.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	837450	Parking Ticket	30.00	JOHNSTON, SARAH	DALLAS	TX	75241
2016	832886	Parking Ticket	20.00	SANCHEZ, ENRIQUE	BROWNSVILLE	TX	78521
2016	833046	Parking Ticket	50.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	835734	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	835875	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836699	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836975	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836991	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	837154	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	837526	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	837527	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836426	Parking Ticket	50.00	POCIAN, NIKKI J.	KIEL	WI	53042-3851
2016	836827	Parking Ticket	50.00	FRITSCH, JOSEPH J.	SHEBOYGAN	WI	53081-2608
2016	837655	Parking Ticket	50.00	GOUDY, JAZELYNN S.	MILWAUKEE	WI	53209
2016	836429	Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	836478	Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	835400	Parking Ticket	50.00	RUFF, WILSON	SHEBOYGAN	WI	53081-2867
2016	835408	Parking Ticket	45.00	RUFF, WILSON	SHEBOYGAN	WI	53081-2867
2016	835420	Parking Ticket	45.00	RUFF, WILSON	SHEBOYGAN	WI	53081-2867
2016	832374	Parking Ticket	50.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2016	837048	Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2016	837132	Parking Ticket	50.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2016	837332	Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2016	837180	Parking Ticket	45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2016	835525	Parking Ticket	25.00	PANKOWSKI, MICHAEL	MILWAUKEE	WI	53204-3824
2016	836483	Parking Ticket	50.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53083-4657
2016	837558	Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53083-4657

2016	837559 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53083-4657
2016	837787 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2016	836097 Parking Ticket	50.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2016	835867 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	836100 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837003 Parking Ticket	50.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837529 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837530 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837627 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837126 Parking Ticket	15.00	HEFLIN, KELLEY L.	SHEBOYGAN	WI	53081-3351
2016	837017 Parking Ticket	50.00	KETTNER, SANTANA R.	SHEBOYGAN	WI	53081-3824
2016	799493 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835517 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835543 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835555 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835592 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835667 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835833 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835762 Parking Ticket	50.00	BRITTON, CURTIS L.	SHEBOYGAN	WI	53081-6859
2016	836700 Parking Ticket	45.00	BRITTON, CURTIS L.	SHEBOYGAN	WI	53081-6859
2016	836983 Parking Ticket	45.00	BRITTON, CURTIS L.	SHEBOYGAN	WI	53081-6859
2016	835871 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	835872 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	835873 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	836871 Parking Ticket	50.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	837049 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	837131 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	836872 Parking Ticket	50.00	ZAMORA, SANTOS E.	SHEBOYGAN	WI	53081-7447
2016	835868 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	835869 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	835870 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	836488 Parking Ticket	50.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	836762 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837194 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837361 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837376 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837849 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	838042 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	836812 Parking Ticket	50.00	WILLIAMS, RONALD L.	FOND DU LAC	WI	54935-6131
2016	836996 Parking Ticket	50.00	ESCH, JENI	KENOSHA	WI	53143-4335
2016	837847 Parking Ticket	50.00	GARCIA, LUIS F.	SHEBOYGAN	WI	53083-4805
2016	837667 Parking Ticket	50.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2016	837318 Parking Ticket	50.00	PATTON, LYRIC M.	SHEBOYGAN	WI	53081-3331
2016	836309 Parking Ticket	50.00	BROOKS SERVICES	SHEBOYGAN	WI	53081
2016	836598 Parking Ticket	50.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2016	835834 Parking Ticket	50.00	KONEN, JAMES C.	SHEBOYGAN	WI	53083-4126
2016	835843 Parking Ticket	45.00	KONEN, JAMES C.	SHEBOYGAN	WI	53083-4126
2016	835846 Parking Ticket	45.00	KONEN, JAMES C.	SHEBOYGAN	WI	53083-4126
2016	835509 Parking Ticket	50.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	835653 Parking Ticket	45.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	835801 Parking Ticket	45.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	836327 Parking Ticket	45.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	834042 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	835686 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	836677 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	836682 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	837034 Parking Ticket	50.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2016	837173 Parking Ticket	50.00	SHAW, RYAN A.	SHEBOYGAN	WI	53081-6735
2016	835563 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	835571 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	835572 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	835979 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	836308 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906

2016	835444 Parking Ticket	45.00	MILLER, AARON J.	SHEBOYGAN	WI	53081-5345
2016	836910 Parking Ticket	50.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2016	837032 Parking Ticket	45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2016	834332 Parking Ticket	45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835562 Parking Ticket	45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835599 Parking Ticket	45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	837020 Parking Ticket	25.00	KASTEN, DANIELLE A.	HILBERT	WI	54129-9414
2016	835505 Parking Ticket	45.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835512 Parking Ticket	45.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835544 Parking Ticket	50.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835660 Parking Ticket	45.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835576 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2016	836402 Parking Ticket	50.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2016	832775 Parking Ticket	15.00	HEFLIN, RICKY H.	SHEBOYGAN	WI	53081-3351
2016	837867 Parking Ticket	50.00	HALVERSON, RYAN R.	SHEBOYGAN	WI	53081-2359
2016	836688 Parking Ticket	50.00	ALTHEN, RYAN S.	GLENBEULAH	WI	53023-1506
2016	836980 Parking Ticket	50.00	RAMTHUN, SHAWN F.	SHEBOYGAN	WI	53081-6011
2016	836990 Parking Ticket	45.00	RAMTHUN, SHAWN F.	SHEBOYGAN	WI	53081-6011
2016	835770 Parking Ticket	50.00	SUPREME AUTO SALES	MILWAUKEE	WI	53212-2619
2016	816696 Parking Ticket	45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	835475 Parking Ticket	45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	832900 Parking Ticket	35.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	837317 Parking Ticket	45.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	5866 DPW General Billing	200.00	ADVANCED DISPOSAL SERVICES	SHEBOYGAN	WI	53081-6428
2017	6239 Wastewater General Billing	2,511.60	ALDRICH CHEMICAL COMPANY INC	ST LOUIS	MO	63178-4508
2017	5977 DPW Work Order	1,545.45	BROCK, KEVIN L.	SHEBOYGAN	WI	53081
2017	6140 DPW Work Order	305.00	BROWN, SHANNON L.	SHEBOYGAN	WI	53081
2017	6119 Police General Billing	50.00	CHECK N GO	SHEBOYGAN	WI	53081
2017	6254 DPW Work Order	4,169.06	CRABTREE, MARK	KENOVA	WV	25530-9775
2017	5979 DPW Work Order	365.00	CRAN, RODNEY K.	GULFPORT	MS	39503
2017	6262 DPW Work Order	130.00	EMMER, JACOB S.	SHEBOYGAN	WI	53081-5008
2017	6261 DPW Work Order	952.90	GARTMAN, KRISTIN M.	SHEBOYGAN	WI	53081
2017	6191 DPW General Billing	57.50	GORDON, ANNE RUTH	SHEBOYGAN	WI	53081
2017	6145 DPW Work Order	9,770.68	KISHKUNAS, JEFFREY R.	OOSTBURG	WI	53070
2017	5923 DPW Work Order	4,551.81	LEWIS, TRICIA N.	SHEBOYGAN	WI	53083-4848
2017	6139 DPW Work Order	557.21	LYNCH, BARBARA	SHEBOYGAN	WI	53081
2017	6263 DPW Work Order	130.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53081-3328
2017	6186 Police General Billing	1,355.84	MIESFELDS LAKESHORE WEEKEND	SHEBOYGAN	WI	53083
2017	6264 DPW Work Order	130.00	MURPHY, ERNESTINE	SHEBOYGAN	WI	53081
2017	5973 DPW Work Order	7,662.10	OAKLEY, TRAVIS R.	WEST BEND	WI	53095-4909
2017	5972 DPW Work Order	1,400.00	RAMIREZ, ISAAC	CHILTON	WI	53014
2017	5975 DPW Work Order	356.05	SCHMITT, NATALIE E.	MILWAUKEE	WI	53208-1016
2017	6135 DPW Work Order	380.16	STOLPA, SETH A.	SHEBOYGAN	WI	53081
2017	6300 DPW General Billing	80.00	SWEDBERG, KATHERINE	SHEBOYGAN	WI	53083
2017	6136 DPW Work Order	1,267.90	SZALEWSKI, SUNSHINE M.	SHEBOYGAN	WI	53083-4901
2017	6116 Police General Billing	350.00	TAN FASTIQUE SALON	SHEBOYGAN	WI	53081
2017	6247 Fire General Billing	500.00	VAN HORN HYUNDAI INC	PLYMOUTH	WI	53073-0298
2017	6250 DPW Work Order	305.00	WERNER, CHRISTOPHER	SHEBOYGAN	WI	53081
2017	5927 DPW Work Order	7,656.62	YANG, BI	SHEBOYGAN	WI	53081-5109
2017	843534 Parking Ticket	45.00	MILLS, SANDRA L.	BOULDER	CO	80301
2017	839559 Parking Ticket	30.00	HERTZ VEHICLES LLC	DENVER	CO	80249
2017	844026 Parking Ticket	45.00	MENDOZA, PATRICIA G	SOUTH MIAMI	FL	33143-0000
2017	843290 Parking Ticket	45.00	GEHRKE, EMILIE A.	NAPLES	FL	34104-0000
2017	842943 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	843502 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	843776 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844146 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844660 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844669 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844683 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844684 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	845545 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	848025 Parking Ticket	30.00	BEADERSTADT, JOHN M	AMES	IA	50014-5537

2017	846232	Parking Ticket	30.00	HARBAUGH, PATRICK D.	CEDAR RAPIDS	IA	52403-3760
2017	841093	Parking Ticket	45.00	STIEFVATER, LYDIA N.	POST FALLS	ID	83854
2017	842489	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841234	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841235	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841559	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	842151	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	842159	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	842714	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	848700	Parking Ticket	45.00	MELTON, GIA	CALUMET	IL	60409
2017	843190	Parking Ticket	45.00	CABRERA, CARMELO	ELMWOOD PARK	IL	60707-1650
2017	837996	Parking Ticket	45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2017	840309	Parking Ticket	45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2017	845211	Parking Ticket	30.00	WELTER, CHRISTOPHER E.	MCHENRY	IL	60050
2017	838428	Parking Ticket	35.00	MURALLES, BLANCA	FRANKLIN PARK	IL	60131-2955
2017	845792	Parking Ticket	30.00	PV HOLDING CORP	CHICAGO	IL	60666
2017	841359	Parking Ticket	45.00	DONNELLY, RUTH J.	CHICAGO	IL	60655
2017	839172	Parking Ticket	45.00	FREEMAN, JOHN	CHICAGO	IL	60636-3228
2017	843189	Parking Ticket	45.00	DELGADO, DENISE	CHICAGO	IL	60639
2017	842663	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841315	Parking Ticket	45.00	YASIRY, ROLON	CHICAGO	IL	60647
2017	842701	Parking Ticket	45.00	YASIRY, ROLON	CHICAGO	IL	60647
2017	839187	Parking Ticket	45.00	LABONTA, ALLEN	CHICAGO	IL	60651
2017	835911	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835919	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835948	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835953	Parking Ticket	30.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835964	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	838834	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	839267	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	839739	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	842944	Parking Ticket	45.00	ANDERSON, CYNTHIA	PEORIA	IL	61615
2017	843504	Parking Ticket	45.00	ANDERSON, CYNTHIA	PEORIA	IL	61615
2017	841954	Parking Ticket	45.00	MOENSSEN, JEFFREY	LAKE BLUFF	IL	60044-1571
2017	844058	Parking Ticket	50.00	HOLLAND, DANIEL	WAUKEGAN	IL	60085
2017	845504	Parking Ticket	45.00	MEDINA, MARIBEL	BELVIDERE	IL	61008
2017	838506	Parking Ticket	10.00	GARCIA, ABIGAYL	ROCKFORD	IL	61102
2017	840078	Parking Ticket	45.00	NINNEMAN, JANETTE V.	GREENWOOD	IN	46142-1679
2017	820996	Parking Ticket	10.00	HARLAN, KEVIN R.	MISSION HILLS	KS	66208-1112
2017	838331	Parking Ticket	45.00	LICKTEIG, RYAN N.	SHEBOYGAN	WI	53081
2017	839829	Parking Ticket	45.00	POTTER, JOHN D.	LENEXA	KS	66220-2676
2017	840778	Parking Ticket	45.00	POTTER, JOHN D.	LENEXA	KS	66220-2676
2017	843164	Parking Ticket	45.00	POTTER, JOHN D.	LENEXA	KS	66220-2676
2017	843114	Parking Ticket	30.00	LAZAREWICZ, MARK A.	ANN ARBOR	MI	48108-1662
2017	846670	Parking Ticket	30.00	WILLIAMS, JOYNETTA S.	CALEDONIA	MI	49316-7943
2017	848137	Parking Ticket	50.00	COLDREN, MICHELLE L.	DAGGETT	MI	49821-8539
2017	845704	Parking Ticket	30.00	HERTZ VEHICLES LLC	ST PAUL	MN	55116-3080
2017	846957	Parking Ticket	20.00	NUGENT-TIMOFEEVA, ALEXANDRA V.	SHEBOYGAN	WI	53083
2017	841349	Parking Ticket	45.00	FIERRO, MARIO I.	VADNAIS HEIGHTS	MN	55127
2017	846772	Parking Ticket	20.00	GASPER, THOMAS C.	EDEN PRAIRIE	MN	55346
2017	840138	Parking Ticket	45.00	MARES-FERRER, INDALECIO	RAYMOND	MN	56282
2017	840917	Parking Ticket	45.00	MARES-FERRER, INDALECIO	RAYMOND	MN	56282
2017	843354	Parking Ticket	25.00	WERNER, KATHLEEN	SHEBOYGAN	WI	53081-
2017	841781	Parking Ticket	45.00	ROBINSON, MARY C.	MCCOMB	MS	39648
2017	835915	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	835934	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	835950	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	838246	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	838609	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	841357	Parking Ticket	44.00	CHURCH OF GOD	CHICAGO	IL	60611-0000
2017	843606	Parking Ticket	45.00	CHURCH OF GOD	CHICAGO	IL	60611-0000
2017	841646	Parking Ticket	45.00	JONES, ULYSSA G.	PHILADELPHIA	PA	19143
2017	839232	Parking Ticket	30.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243

2017	843209 Parking Ticket	45.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243
2017	843210 Parking Ticket	45.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243
2017	843211 Parking Ticket	45.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243
2017	845286 Parking Ticket	45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2017	846467 Parking Ticket	45.00	KILLINGSWORTH, GREGGORY G.	HUTTO	TX	78634
2017	839333 Parking Ticket	45.00	JOHNSTON, SARAH	DALLAS	TX	75241
2017	840857 Parking Ticket	45.00	TYLER, TIMOTHY	CYPRESS	TX	77429
2017	843812 Parking Ticket	45.00	KISER, MARK L.	FORT HOOD	TX	76544
2017	827524 Parking Ticket	45.00	MORALES, JUAN V.	SAN ANTONIO	TX	78210
2017	843686 Parking Ticket	20.00	SILVA-CORTEZ, JUANITA	SAN ANTONIO	TX	78210
2017	839493 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	842983 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	844234 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	844266 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	838298 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	838984 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	845282 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	845951 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	846248 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	846257 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	845606 Parking Ticket	45.00	VILLEGAS, ESMERALDA	LAREDO	TX	78043
2017	847335 Parking Ticket	30.00	ADERMAN, SHERRIE	ARLINGTON	TX	76015
2017	847762 Parking Ticket	45.00	BROWN, TAKESIYAH T.	GREEN BAY	WI	54301-4821
2017	841076 Parking Ticket	45.00	FROELICH, JAMES L.	WAUKESHA	WI	53189-7706
2017	842176 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	845614 Parking Ticket	50.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	846287 Parking Ticket	50.00	TURNER, JAZZMAR A.	SHEBOYGAN	WI	53081-2850
2017	843970 Parking Ticket	35.00	VOGEL, JESSICA L.	SHEBOYGAN	WI	53081-5316
2017	837825 Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2017	837984 Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2017	838826 Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2017	842909 Parking Ticket	50.00	BUCHANAN, JESSICA A.	MARINETTE	WI	54143-2117
2017	844045 Parking Ticket	45.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	846082 Parking Ticket	50.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	848413 Parking Ticket	50.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	848486 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	848674 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	848990 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	849235 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	849242 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	849247 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	842054 Parking Ticket	50.00	OAKLEY, TRAVIS R.	WEST BEND	WI	53095-4909
2017	840163 Parking Ticket	50.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	840599 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	840616 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	841307 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	841570 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	842683 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	842719 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	843056 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	843154 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	843679 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	844076 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	844190 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	840770 Parking Ticket	50.00	WOLF, DANIEL L.	OOSTBURG	WI	53070
2017	846600 Parking Ticket	50.00	TEJADA-MORALES, JESUS I.	MANITOWOC	WI	54220-5127
2017	846987 Parking Ticket	45.00	TEJADA-MORALES, JESUS I.	MANITOWOC	WI	54220-5127
2017	847509 Parking Ticket	45.00	METZ, SCOTT A.	SHEBOYGAN	WI	53081-4645
2017	847524 Parking Ticket	45.00	METZ, SCOTT A.	SHEBOYGAN	WI	53081-4645
2017	847537 Parking Ticket	45.00	METZ, SCOTT A.	SHEBOYGAN	WI	53081-4645
2017	838395 Parking Ticket	50.00	YSQUIERDO, SAMUEL	ROSHOLT	WI	54473-9329
2017	842084 Parking Ticket	50.00	DALTON, CHRISTINE C.	MILWAUKEE	WI	53218-4451
2017	842867 Parking Ticket	45.00	DALTON, CHRISTINE C.	MILWAUKEE	WI	53218-4451

2017	838385 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	821115 Parking Ticket	45.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-7472
2017	838071 Parking Ticket	50.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-7472
2017	848463 Parking Ticket	50.00	HARRIS, DONNIE J.	SHEBOYGAN	WI	53081-4252
2017	837995 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	838438 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	841961 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	842691 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	840101 Parking Ticket	50.00	MONTEMAYOR, JONNA B.	SHEBOYGAN	WI	53083-4705
2017	841990 Parking Ticket	45.00	MONTEMAYOR, JONNA B.	SHEBOYGAN	WI	53083-4705
2017	844894 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	841185 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844891 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844892 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844899 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844900 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	845685 Parking Ticket	30.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	815885 Parking Ticket	45.00	GREGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845583 Parking Ticket	30.00	GREGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845613 Parking Ticket	50.00	GREGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845616 Parking Ticket	45.00	GREGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845302 Parking Ticket	50.00	MENDEZ, YVONNE	SHEBOYGAN	WI	53081-4000
2017	846701 Parking Ticket	45.00	MENDEZ, YVONNE	SHEBOYGAN	WI	53081-4000
2017	838979 Parking Ticket	30.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2017	839173 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2017	839181 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2017	839296 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	841125 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	842595 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	842759 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	547694 Parking Ticket	50.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	844041 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	844057 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	847690 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	847927 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	845165 Parking Ticket	50.00	SNOEYENBOS-EMMER, JACOB B.	SHEBOYGAN	WI	53081-4763
2017	848713 Parking Ticket	45.00	SNOEYENBOS-EMMER, JACOB B.	SHEBOYGAN	WI	53081-4763
2017	845092 Parking Ticket	10.00	REKOWSKI, BRIANNE N.	SHEBOYGAN	WI	53081-5510
2017	844851 Parking Ticket	50.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	840681 Parking Ticket	30.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	840782 Parking Ticket	45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	840974 Parking Ticket	30.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	841070 Parking Ticket	45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	839468 Parking Ticket	50.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	839915 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	841890 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	846298 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	843745 Parking Ticket	45.00	EHLERT, LISA J.	SHEBOYGAN	WI	53083-4823
2017	844887 Parking Ticket	50.00	EHLERT, LISA J.	SHEBOYGAN	WI	53083-4823
2017	838311 Parking Ticket	20.00	PANKOWSKI, MICHAEL	MILWAUKEE	WI	53204-3824
2017	838733 Parking Ticket	45.00	PODHORODENSKI, TOMASZ	SHEBOYGAN	WI	53083-4672
2017	835809 Parking Ticket	50.00	CEVAAL, JACOB A.	SHEBOYGAN	WI	53081-2615
2017	839522 Parking Ticket	45.00	CEVAAL, JACOB A.	SHEBOYGAN	WI	53081-2615
2017	841834 Parking Ticket	45.00	CEVAAL, JACOB A.	SHEBOYGAN	WI	53081-2615
2017	834347 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	834349 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	834350 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	844953 Parking Ticket	50.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	844971 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	845136 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	836948 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	846136 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	846137 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706

2017	846138 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	846160 Parking Ticket	50.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	837561 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2017	838219 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2017	846519 Parking Ticket	50.00	RIOS, CARLA J.	SHEBOYGAN	WI	53081-2851
2017	846537 Parking Ticket	45.00	RIOS, CARLA J.	SHEBOYGAN	WI	53081-2851
2017	846548 Parking Ticket	45.00	RIOS, CARLA J.	SHEBOYGAN	WI	53081-2851
2017	836950 Parking Ticket	45.00	MEYERS, JAMIE L.	SHEBOYGAN	WI	53081-4105
2017	837222 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	837261 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	839294 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	839979 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	846713 Parking Ticket	50.00	MEYERS, JAMIE L.	SHEBOYGAN	WI	53081-4105
2017	846802 Parking Ticket	45.00	MEYERS, JAMIE L.	SHEBOYGAN	WI	53081-4105
2017	837560 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2017	838809 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2017	839192 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2017	840975 Parking Ticket	50.00	BURNS, CHRISTIAN M.	SHEBOYGAN	WI	53081-6668
2017	842561 Parking Ticket	50.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	843299 Parking Ticket	50.00	WILCOX, DAVID J.	SHEBOYGAN	WI	53081-3554
2017	844714 Parking Ticket	35.00	VANHEUKLON, TYLER J.	OSHKOSH	WI	54902-2636
2017	842685 Parking Ticket	50.00	BUTLER, RONDA R.	SHEBOYGAN	WI	53081-5313
2017	847450 Parking Ticket	45.00	BUTLER, RONDA R.	SHEBOYGAN	WI	53081-5313
2017	847455 Parking Ticket	45.00	BUTLER, RONDA R.	SHEBOYGAN	WI	53081-5313
2017	846012 Parking Ticket	50.00	JOHNSON, MICHELLE M.	SHEBOYGAN	WI	53081-4608
2017	848583 Parking Ticket	45.00	JOHNSON, MICHELLE M.	SHEBOYGAN	WI	53081-4608
2017	799495 Parking Ticket	45.00	JOHNSON, HOSIE X.	MILWAUKEE	WI	53218-1022
2017	835250 Parking Ticket	45.00	JOHNSON, HOSIE X.	MILWAUKEE	WI	53218-1022
2017	845762 Parking Ticket	45.00	JOHNSON, HOSIE X.	MILWAUKEE	WI	53218-1022
2017	846758 Parking Ticket	50.00	BOSTWICK-KUNSTMAN, ATHENA M.	SHEBOYGAN	WI	53081-6145
2017	841654 Parking Ticket	25.00	KETTNER, SANTANA R.	SHEBOYGAN	WI	53081-3824
2017	835939 Parking Ticket	30.00	MACIAS, DAMON J.	CEDAR GROVE	WI	53013-1300
2017	838184 Parking Ticket	50.00	MACIAS, DAMON J.	CEDAR GROVE	WI	53013-1300
2017	840150 Parking Ticket	50.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840494 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840695 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840758 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840962 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	842994 Parking Ticket	50.00	LOEFFLER, WILLIAM P.	PHILLIPS	WI	54555-7461
2017	847346 Parking Ticket	45.00	LOEFFLER, WILLIAM P.	PHILLIPS	WI	54555-7461
2017	847514 Parking Ticket	45.00	LOEFFLER, WILLIAM P.	PHILLIPS	WI	54555-7461
2017	843709 Parking Ticket	50.00	IQ PRINT MEDIA LLC	PLYMOUTH	WI	53073-1850
2017	844063 Parking Ticket	45.00	IQ PRINT MEDIA LLC	PLYMOUTH	WI	53073-1850
2017	849050 Parking Ticket	45.00	IQ PRINT MEDIA LLC	PLYMOUTH	WI	53073-1850
2017	841020 Parking Ticket	35.00	WILLIAMS, CYRUS L.	SHEBOYGAN	WI	53081-2313
2017	844154 Parking Ticket	30.00	WILLIAMS, CYRUS L.	SHEBOYGAN	WI	53081-2313
2017	736505 Parking Ticket	50.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	837266 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	838931 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839162 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839463 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839645 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839920 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	840276 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	840298 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	840526 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	841885 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839075 Parking Ticket	50.00	LANGE, ASHLEY M.	SHEBOYGAN	WI	53081-3929
2017	838717 Parking Ticket	50.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	848502 Parking Ticket	50.00	YOUNG, CLAYTON	CHICAGO	IL	60621-1726
2017	847014 Parking Ticket	50.00	CUMMINGS, KEVIN M.	SHEBOYGAN	WI	53081-5620
2017	847025 Parking Ticket	45.00	CUMMINGS, KEVIN M.	SHEBOYGAN	WI	53081-5620
2017	847038 Parking Ticket	45.00	CUMMINGS, KEVIN M.	SHEBOYGAN	WI	53081-5620

2017	840998 Parking Ticket	50.00	VALADEZ, JUAN M.	SHEBOYGAN	WI	53081-2537
2017	841083 Parking Ticket	50.00	RODRIGUEZ, DAVID M.	SHEBOYGAN	WI	53081-4866
2017	843512 Parking Ticket	45.00	RODRIGUEZ, DAVID M.	SHEBOYGAN	WI	53081-4866
2017	843513 Parking Ticket	45.00	RODRIGUEZ, DAVID M.	SHEBOYGAN	WI	53081-4866
2017	843436 Parking Ticket	50.00	GREEN, MONIQUE	SHEBOYGAN	WI	53081-2358
2017	840646 Parking Ticket	25.00	MONTOKA, GENEVA	SHEBOYGAN	WI	53081-5112
2017	821549 Parking Ticket	50.00	DOIRON, GREGORY L.	WAUWATOSA	WI	53213-2052
2017	838223 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2017	838239 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2017	838107 Parking Ticket	50.00	WILLIAMS, RONALD L.	FOND DU LAC	WI	54935-6131
2017	838695 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	841413 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	841838 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	848606 Parking Ticket	50.00	TELLEZ, ANTONIO	SHEBOYGAN	WI	53081-4326
2017	846352 Parking Ticket	50.00	FALLE, LESLIE A.	SHEBOYGAN	WI	53081
2017	840572 Parking Ticket	45.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	840368 Parking Ticket	50.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	840391 Parking Ticket	45.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	840397 Parking Ticket	45.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	839158 Parking Ticket	50.00	NOGUEZ-CORREA, DEMETRIO	SHEBOYGAN	WI	53081-5750
2017	839462 Parking Ticket	45.00	NOGUEZ-CORREA, DEMETRIO	SHEBOYGAN	WI	53081-5750
2017	837268 Parking Ticket	45.00	NOGUEZ-CORREA, DEMETRIO	SHEBOYGAN	WI	53081-5750
2017	845307 Parking Ticket	50.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	845308 Parking Ticket	45.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	845310 Parking Ticket	45.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	845311 Parking Ticket	45.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	843753 Parking Ticket	45.00	OLIVER-GREEN, BRANDI A.	SHEBOYGAN FALLS	WI	53085-1766
2017	848362 Parking Ticket	50.00	OLIVER-GREEN, BRANDI A.	SHEBOYGAN FALLS	WI	53085-1766
2017	843360 Parking Ticket	50.00	HEGMAN, NORMAN L.	SHEBOYGAN	WI	53081-2628
2017	843509 Parking Ticket	45.00	BROOKS SERVICES	SHEBOYGAN	WI	53081
2017	845733 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	848403 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	849232 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	844657 Parking Ticket	50.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844658 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844681 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844961 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844974 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844993 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	845140 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	838474 Parking Ticket	45.00	BELL, TRAYVON I.	MANITOWOC	WI	54220-1002
2017	839526 Parking Ticket	50.00	BELL, TRAYVON I.	MANITOWOC	WI	54220-1002
2017	842953 Parking Ticket	50.00	THOMAS, SHAWN M.	WEST BEND	WI	53090-1737
2017	836926 Parking Ticket	50.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	836928 Parking Ticket	45.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	840333 Parking Ticket	45.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	836139 Parking Ticket	45.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	838120 Parking Ticket	50.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	840028 Parking Ticket	45.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	837750 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	838339 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	840069 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	841974 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	845314 Parking Ticket	50.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	838436 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	839064 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	785741 Parking Ticket	50.00	SCHAEVE, JESSICA L.	SHEBOYGAN	WI	53081-4440
2017	785742 Parking Ticket	45.00	SCHAEVE, JESSICA L.	SHEBOYGAN	WI	53081-4440
2017	785743 Parking Ticket	45.00	SCHAEVE, JESSICA L.	SHEBOYGAN	WI	53081-4440
2017	841404 Parking Ticket	50.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	842959 Parking Ticket	50.00	LUCAS, TRACY L.	MANITOWOC	WI	54220-4943
2017	842962 Parking Ticket	45.00	LUCAS, TRACY L.	MANITOWOC	WI	54220-4943
2017	842963 Parking Ticket	45.00	LUCAS, TRACY L.	MANITOWOC	WI	54220-4943

2017	848224 Parking Ticket	45.00	KAILING, JACOB I.	SHEBOYGAN	WI	53081-5633
2017	848372 Parking Ticket	50.00	KAILING, JACOB I.	SHEBOYGAN	WI	53081-5633
2017	848781 Parking Ticket	45.00	KAILING, JACOB I.	SHEBOYGAN	WI	53081-5633
2017	837292 Parking Ticket	45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2017	843409 Parking Ticket	45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2017	848684 Parking Ticket	15.00	BUSCHMANN, CAROL M.	SHEBOYGAN	WI	53081-8046
2017	848677 Parking Ticket	50.00	REYNA, YNACIO HERNANDEZ	SHEBOYGAN	WI	53081-4358
2017	848992 Parking Ticket	45.00	REYNA, YNACIO HERNANDEZ	SHEBOYGAN	WI	53081-4358
2017	844893 Parking Ticket	50.00	KEESLER, JEFFERY J.	SHEBOYGAN	WI	53081-4840
2017	844897 Parking Ticket	45.00	KEESLER, JEFFERY J.	SHEBOYGAN	WI	53081-4840
2017	844898 Parking Ticket	45.00	KEESLER, JEFFERY J.	SHEBOYGAN	WI	53081-4840
2017	848177 Parking Ticket	50.00	COLON, JONATHAN A.	SHEBOYGAN	WI	53083-4657
2017	844043 Parking Ticket	50.00	FINES-VARGAS, JORGE	SHEBOYGAN	WI	53081-5862
2017	849040 Parking Ticket	45.00	FINES-VARGAS, JORGE	SHEBOYGAN	WI	53081-5862
2017	846244 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	846255 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	847032 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	847039 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	847045 Parking Ticket	50.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	846125 Parking Ticket	25.00	RIES, CHARLES K.	FOND DU LAC	WI	54935
2017	845281 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	846933 Parking Ticket	50.00	RAUTMANN, CARLEY M.	SHEBOYGAN	WI	53083-4738
2017	847238 Parking Ticket	45.00	RAUTMANN, CARLEY M.	SHEBOYGAN	WI	53083-4738
2017	847239 Parking Ticket	45.00	RAUTMANN, CARLEY M.	SHEBOYGAN	WI	53083-4738
2017	847623 Parking Ticket	45.00	TAYLOR, EZIMENA A.	MILWAUKEE	WI	53225-3411
2017	847822 Parking Ticket	50.00	TAYLOR, EZIMENA A.	MILWAUKEE	WI	53225-3411
2017	847833 Parking Ticket	45.00	TAYLOR, EZIMENA A.	MILWAUKEE	WI	53225-3411
2017	847158 Parking Ticket	50.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	847175 Parking Ticket	45.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	847176 Parking Ticket	45.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	846788 Parking Ticket	50.00	RICHTER, NICHOLAS J.	SHEBOYGAN	WI	53083-4644
2017	838859 Parking Ticket	45.00	RICHTER, NICHOLAS J.	SHEBOYGAN	WI	53083-4644
2017	846593 Parking Ticket	35.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	846781 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	846783 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	846791 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847029 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847135 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847289 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847846 Parking Ticket	35.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	848043 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	844020 Parking Ticket	50.00	KING, RAYMOND D.	MILWAUKEE	WI	53218-4417
2017	843759 Parking Ticket	50.00	CRESPO-CORONEL, SANDRA	CHICAGO	IL	60625
2017	836927 Parking Ticket	50.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	836929 Parking Ticket	15.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	845095 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845117 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845118 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845403 Parking Ticket	50.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845418 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845490 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	842136 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2017	842145 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2017	842499 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2017	839797 Parking Ticket	50.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	840670 Parking Ticket	45.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	844541 Parking Ticket	50.00	SCHMIDT, DANE W.	SHEBOYGAN	WI	53081-3902
2017	837924 Parking Ticket	50.00	GOEDEN, RYAN M.	SAUKVILLE	WI	53080-2538
2017	837925 Parking Ticket	45.00	GOEDEN, RYAN M.	SAUKVILLE	WI	53080-2538
2017	837926 Parking Ticket	45.00	GOEDEN, RYAN M.	SAUKVILLE	WI	53080-2538
2017	839406 Parking Ticket	45.00	HALVERSON, RYAN R.	SHEBOYGAN	WI	53081-2359
2017	841593 Parking Ticket	50.00	MORALES, JUAN J.	SHEBOYGAN	WI	53081-3347
2017	843755 Parking Ticket	50.00	GUEVARA, LETICIA	SHEBOYGAN	WI	53081-4918

2017	848525 Parking Ticket	50.00	DARRAH, CHARLES E.	SHEBOYGAN FALLS	WI	53085-1547
2017	849020 Parking Ticket	45.00	DARRAH, CHARLES E.	SHEBOYGAN FALLS	WI	53085-1547
2017	848175 Parking Ticket	50.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	820999 Parking Ticket	35.00	WILLIAMS, GREGORY M.	SHEBOYGAN	WI	53081
2017	843212 Parking Ticket	45.00	FRANK, DEBRA J.	SHEBOYGAN	WI	53083-2976
2017	844991 Parking Ticket	45.00	SPRAU, TYSON J.	SHEBOYGAN	WI	53081
2017	845009 Parking Ticket	45.00	SPRAU, TYSON J.	SHEBOYGAN	WI	53081
2017	839622 Parking Ticket	45.00	KINNEY, MONICA	KIEL	WI	53042-1058
2017	844883 Parking Ticket	50.00	BAUKNECHT, RILEY E.	CLEVELAND	WI	53015-1225
2017	845455 Parking Ticket	50.00	RUEGE, KAYLA	SHEBOYGAN	WI	53081
2017	841079 Parking Ticket	45.00	BORLAND, ADAM P.	SHEBOYGAN	WI	53081-3270
2017	847760 Parking Ticket	50.00	BROWN, TAKESIYAH T.	GREEN BAY	WI	54301-4821
2017	847761 Parking Ticket	45.00	BROWN, TAKESIYAH T.	GREEN BAY	WI	54301-4821
2017	841402 Parking Ticket	50.00	CAPITAL ONE AUTO FINANCE	SACRAMENTO	CA	95866
2017	844966 Parking Ticket	45.00	COUCH, NICOLE M.	JANESVILLE	WI	53546-9523
2017	845021 Parking Ticket	50.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	845128 Parking Ticket	45.00	COUCH, NICOLE M.	JANESVILLE	WI	53546-9523
2017	846340 Parking Ticket	50.00	FALLE, LESLIE A.	SHEBOYGAN	WI	53081
2017	846431 Parking Ticket	45.00	FALLE, LESLIE A.	SHEBOYGAN	WI	53081
2017	839156 Parking Ticket	50.00	FROELICH, JAMES L.	SHEBOYGAN FALLS	WI	53085-1616
2017	839276 Parking Ticket	45.00	FROELICH, JAMES L.	SHEBOYGAN FALLS	WI	53085-1616
2017	840164 Parking Ticket	45.00	FROELICH, JAMES L.	WAUKESHA	WI	53189-7706
2017	841105 Parking Ticket	45.00	FROELICH, JAMES L.	WAUKESHA	WI	53189-7706
2017	847697 Parking Ticket	50.00	GOLDER, DAVID B.	JUNEAU	WI	53039-1126
2017	849045 Parking Ticket	50.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	849236 Parking Ticket	45.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	833011 Parking Ticket	50.00	HARPER, DEVON J.	JOLIET	IL	60436-1590
2017	845115 Parking Ticket	50.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	845116 Parking Ticket	45.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	845123 Parking Ticket	45.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	845900 Parking Ticket	45.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	836167 Parking Ticket	50.00	JAPE, EDWIN	MANITOWOC	WI	54220
2017	833014 Parking Ticket	50.00	KING, CHARLES T.	SHEBOYGAN	WI	53081-4140
2017	839246 Parking Ticket	45.00	KINNEY, MONICA	KIEL	WI	53042-1058
2017	839601 Parking Ticket	50.00	KINNEY, MONICA	KIEL	WI	53042-1058
2017	837921 Parking Ticket	45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-5172
2017	837922 Parking Ticket	45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-5172
2017	837923 Parking Ticket	45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-5172
2017	848659 Parking Ticket	50.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-4421
2017	848980 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	799499 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-1958
2017	846310 Parking Ticket	50.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	844976 Parking Ticket	45.00	NORRIS, MARY JANE	SHEBOYGAN	WI	53081-5918
2017	845032 Parking Ticket	50.00	NORRIS, MARY JANE	SHEBOYGAN	WI	53081-5918
2017	845037 Parking Ticket	45.00	NORRIS, MARY JANE	SHEBOYGAN	WI	53081-5918
2017	840275 Parking Ticket	50.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	844599 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	844634 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	844642 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	815886 Parking Ticket	45.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	845623 Parking Ticket	45.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	834113 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	843697 Parking Ticket	50.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	847457 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	847467 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	836947 Parking Ticket	45.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2017	845278 Parking Ticket	50.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2017	846167 Parking Ticket	45.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2017	838989 Parking Ticket	50.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	840354 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	840447 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	841732 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	841733 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081

2017	841948 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	841957 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	838181 Parking Ticket	40.00	SMITH, LYDIA G.	SHEBOYGAN	WI	53081
2017	841427 Parking Ticket	50.00	SMITH, LYDIA G.	SHEBOYGAN	WI	53081
2017	838468 Parking Ticket	45.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	841474 Parking Ticket	45.00	TURNER, JAZZMAR A.	SHEBOYGAN	WI	53081-2850
2017	844059 Parking Ticket	25.00	UNKNOWN OWNER	Unknown City	XX	99999
2017	848942 Parking Ticket	45.00	UNKNOWN OWNER	Unknown City	XX	99999
2017	840985 Parking Ticket	45.00	VALADEZ, JUAN M.	SHEBOYGAN	WI	53081-2537
2017	842226 Parking Ticket	50.00	VALADEZ, JUAN M.	SHEBOYGAN	WI	53081-2537
2017	841065 Parking Ticket	50.00	VERA, ALFREDO	MILWAUKEE	WI	53215-1933
2017	842424 Parking Ticket	25.00	UNKNOWN OWNER	Unknown City	XX	99999
2017	843051 Parking Ticket	45.00	ISELL, PHILLIP H.	SHERIDAN	WY	82801
2017	843151 Parking Ticket	45.00	ISELL, PHILLIP H.	SHERIDAN	WY	82801

Total Write-Off
89,882.80

**CITY OF SHEBOYGAN
RESOLUTION 144-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan.

RESOLVED: That the City Administrator is hereby authorized to execute the Letter Form Proposal from SmithGroup, Inc. dated December 13, 2023, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds as follows to effectuate this Resolution:

Capital Projects Fund – Culture and Recreation – Building Improvements (Acct. No. 400500-631200)	\$200,000
Marina Fund – Harbor Centre Marina – Maintenance & Dock Repair (Acct. No. 231354-554240)	\$ 45,000

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

LETTER FORM PROPOSAL ("AGREEMENT")

Date: December 13, 2023

Transmitted – (Via Email)

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

RE: *City of Sheboygan – Deland Park Master Plan*

Dear David:

On behalf of SmithGroup, Inc., ("SmithGroup") we are pleased to submit this proposal for the Deland Park Master Plan Project. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The City seeks a master plan to guide modifications Deland Park, Harbor Centre Marina and the adjacent waterfront that will provide a greater range of recreation opportunities that are more inclusive to local residents, enhance connectivity along the waterfront and to downtown, and explore development opportunities on the former armory site and adjacent parcel. The goal of the master plan is to create to explore opportunities to enhance the quality of life in Sheboygan and increase access and use of the waterfront while creating a phaseable and implementable approach to change.

The current USACE north breakwater is failing and allowing sediment to pass through silting in portions of the marina reducing the area accessible. The building and pool are under-utilized and might be suitable to repurpose and there are opportunities to repurpose a portion of the parking lot area to incorporate alternative uses.

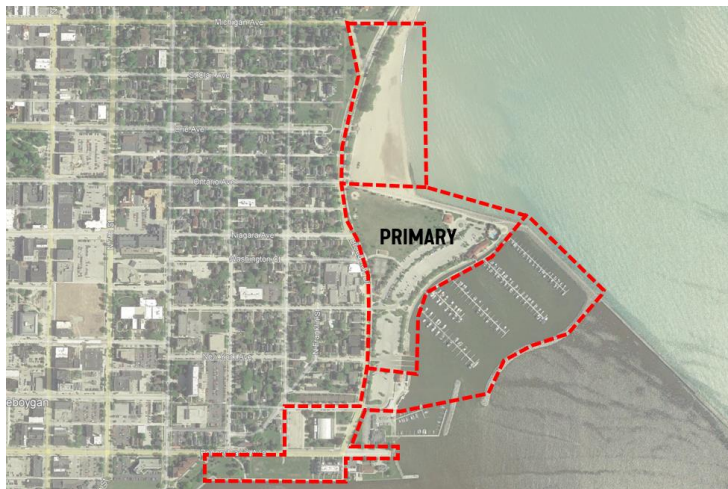
The master plan should consider the greater context of the lakefront, neighborhood, and park, including the former armory site, adjacent waterfront and uses and overall pedestrian mobility and connectivity, but the primary focus should be improvements to Deland Park, the marina facilities and parking.

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It is imperative to engage key stakeholders and residents, to generate interest and excitement, and create broad trust and support for transformative change to the waterfront. The plan should result in an implementation strategy that includes funding and phasing considerations and generate public interest and excitement for the improvements.

The City of Sheboygan will form a Core Leadership Team comprised of city staff to guide decision making for the project. We anticipate engaging additional key stakeholders. It is our understanding that key stakeholders will be invited from the following organizations. We anticipate engagement meetings with key stakeholders will generally be able to occur in smaller group settings.

- Visit Sheboygan
- Chamber of Commerce
- Sheboygan Downtown and Harbor Center BIDs
- Sheboygan County Economic Development
- Kohler Art Foundation
- Ellis neighborhood association
- District 3 and 7 Alders
- YMCA
- Sheboygan Yacht Club
- Sailing and kite surfing community
- Kite flying community
- NOAA | National Marine Sanctuary + Research Component
- Army Corps of Engineers
- WNRD
- Coast Guard

SCOPE OF SERVICES

The proposed scope of work for Deland Park and Marina represents SmithGroup's understanding of project needs. All deliverables identified in the scope will be provided in electronic format unless otherwise provided. For meetings identified in the scope, SmithGroup will provide agendas, facilitate discussions, and prepare summary memoranda.

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The following scope describes a process that leverages engagement and community input to inform design while enabling the Core Leadership Team (CLT) to guide the overall outcome. Three overall tasks inform the design process, first our team will seek to Understand, creating a basis of goals and needs for the plan, as well as understanding influences and restrictions. Second, we will Explore, working closely with the steering committee we will study a range of options that leverage different aspects of the goals, finally we will Resolve, by evaluating the alternatives with the Steering Committee, we will formulate a response that best serves the community, generates excitement, support, interest, and creates an implementable solution.

TASK 1: UNDERSTAND

The first task creates a thorough understanding of the existing site conditions and influences and develops goals, visions, and values with the community to use as a basis for developing design alternatives. As part of this first Task, SmithGroup will provide the following:

Task 1.1 Kickoff Meeting and Data Collection

Attend a virtual meeting with the CLT to confirm work plan, schedule, and process, identify key stakeholders, local and regional influences and review key components and potential considerations. Set up a bi-weekly call to keep the team connected and informed during the process.

During the call we will review the preliminary data sources available and document any initial data that may be required. Based on our previous work we have much of the anticipated data but will review the following to make sure we have the most up to date information.

- Base Data, including but not limited to topography, planimetric data including structures and paving, parcel boundaries and ownership, vegetation, easements, Rights of Way and Utilities
- Digital ortho photography
- Wetland inventory maps and delineations (if present)
- Site soil mapping including geotechnical analysis (if available)
- DNR or city correspondence regarding use, drainage, natural resources, restoration, regulatory needs or restrictions within or adjacent to the property
- Historic information including available historic photography
- Original document(s) regarding navigable waters and lakebed under the public trust doctrine
- Information regarding expected infrastructure improvement location in or adjacent to the site
- Previous or current planning studies such as Comprehensive Outdoor Recreation Plans, bike and pedestrian plan or comprehensive plans
- Any previously completed engineering, utility or brownfield evaluations of the area
- Known anticipated commercial development or planning adjacent to project site or downtown
- Past vehicle/pedestrian traffic studies/analysis adjacent to project site
- Past benchmarking or market research pertinent to the plans

Our team will assemble a basemap and with the data provided and provide a qualitative and quantitative site analysis memorandum of the existing conditions, codes and process.

Task 1.2 Stakeholder Interviews and Community Workshop 1

Over the course of a multi-day visit, we will conduct a site tour to review existing conditions and verify the desktop analyses performed, meet with the CLT and key stakeholders over a series of small group sessions. We anticipate four (4) ninety minute meetings with the stakeholders. We will conduct a goal-setting session and need assessment with the CLT and lead a public meeting and workshop in the evening that will include a presentation of our site analysis, and group work sessions to gather public input.

Task 1.3 Project Website

Following the public input meeting, we will set up a project website that can be used during the master plan to host content. The goal of the website will be to provide the public with a landing page updating the master planning process. This may include online surveys, meeting announcements, opportunities to provide input, and concept images. It is anticipated the website will be maintained by SmithGroup during the master plan process and will be transferred to the City following the approval of the plan.

Task 1.4 Online Survey

SmithGroup will prepare an online survey to gather additional input from city residents and parklands uses to expand outreach beyond the public meeting attendees. The survey will focus on gathering input on existing and potential uses, needs and goals. It will utilize an interface that mimics the public input experience, utilizing imagery and graphics with an opportunity for open-ended input. We anticipate the survey being live for three weeks following the public input meeting.

Task 1.4 Goals and Vision Summary

Following the public input period from the survey, we will summarize the public feedback and goals and develop a preliminary draft of principles, goals, and metrics and with diagrams and supporting imagery to demonstrate potential programming ideas and key relationships. Our team will review them with the CLT in a virtual presentation and incorporate committee input.

The site analysis, public input and project goals and vision will be summarized in a memo to be incorporated as part of the master plan document.

Task 1 Meetings

- Kickoff call
- Trip 1 (1.5 to 2 days)
 - Core Leadership Team Meeting
 - Stakeholder Interviews (4)
 - Community Workshop
 - Recap Meeting with Key City Staff
- Summary Call
- (2-3) City Staff coordination calls

Task 1 Deliverables

- Detailed work plan
- Meeting Notes for the kickoff and public meeting
- Community Workshop Presentation and on-line survey to be posted to the City Website.
- Site Inventory and Analysis report with codes, regulations and permits including.
 - Circulation
 - Existing structures and amenities
 - Marina facilities review
 - Summary of regulatory considerations
 - Lake Bed
 - Stormwater
 - Site programming and opportunity diagrams
 - Summary of Stakeholder, Steering Committee and public input
 - Visual preference survey results

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TASK 2: EXPLORE

Based on the goals and vision outlined in task 1, SmithGroup will conduct a charrette to explore alternative concepts and test design strategies with real time feedback from the CLT, Key Stakeholders and the Public. Over three and a half to four days, SmithGroup will conduct multi-disciplinary work session with urban designers, architects and landscape architects, civil and coastal engineers in Sheboygan. As part of this Task, SmithGroup will provide the following:

2.1 Charrette Preparation

SmithGroup will attend two virtual preparatory calls with the CLT to confirm the goals and outcomes of Task 1, refine the process and schedule for the days onsite, and review preliminary materials for the charrette.

2.2 Charrette

SmithGroup will conduct an on-site charrette with the project steering committee and key stakeholders, with an opportunity for ongoing public input. During the charrette, we will meet with the CLT and key stakeholders, share precedent and benchmarking examples, develop and present alternatives for feedback, create and present a preferred plan. The charrette will be open to the public, with a structured format that includes an alternatives presentation to solicit feedback and an open house to share a preliminary master plan. We envision a rough outline as follows and will work with the CLT to refine within the time allotted.

Day 1:

12:00-1:30: Design team CLT working lunch: Goals, opportunities, issues, guiding principles program
 2:00 -6:00: Site walk with city staff and finalize workshop presentation
 6:30 – 8:00: Community Meeting: Programming Workshop
 Smaller groups – get a more detailed level of what we want to see
 Team Dinner/Debrief

Day 2: Develop alternatives

7:00 -8:00 Team Breakfast
 8:00-9:00 Team coordination meeting
 9:00 – 11:30 Develop alternative concepts
 11:30 – 1:00 CLT Review
 1:00 – 5:00 Split Group (alternatives + technical review/stakeholder meetings)
 6:30 – 8:00 Community Meeting 2: Open house/working session

Day 3:

8:00-9:00 Team Breakfast and debrief with CLT
 9:00 – 5:00: Preferred Alternative
 6:30 – 8:00 Community Meeting 3: Open House
 Studio Breakdown

Day 4:

9:00 – 11:00 AM Debrief with CLT
 Following the charrette, our team will Post Content online for three weeks to share the process with the public and solicit additional feedback.

Task 2.3 Council Presentation

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Following the charrette and online input session, our team will summarize feedback, and package the charrette materials along with recommendations for refinements. We will review the presentation with the CLT in a Virtual Meeting, incorporate minor feedback and then attend a City Council Presentation to review the process, feedback and preferred alternative and with proposed refinements for the master plan.

Task 2 Meetings

- Charrette Prep (2) virtual calls
- Trip 2: Charrette
- Summary review call
- In Person Council presentation

Task 2 Deliverables

- Charrette presentations and Summary
- Virtual Survey
- Council Presentation

TASK 3: REALIZE

The master plan will be developed based on the preferred alternative. As part of this task, we will refine the details of the plan, develop costs and implementation strategy. SmithGroup will provide the following:

Task 3.1 Preferred Alternative

Based on the direction of the CLT and feedback from the Council, we will refine the preferred charrette alternative plans by incorporating comments from the summary and review in a call. We will review markups and sketches with the CLT and establish a preferred direction that will be refined as the master plan.

Task 3.2: Master Plan

SmithGroup will develop the draft master plan graphics and summary report. The documents will include plans renderings and diagrams to convey overall intent and demonstrate the overall layout, form, and character of the proposed improvements at a master plan level. We will summarize how the plan meets the goals, metrics and priorities established for the site.

A rough 3d model will be prepared, with more detail at Deland Park and less detail in other areas, to convey the size and scale of proposed improvements relative to existing context.

The Master Plan will include a preliminary opinion of probable costs for park and marina improvements along with potential funding and phasing considerations, including a first phase with City Funding of approximately \$6M.

Task 3.2 Steering Committee Review and Open House (Trip 3)

We will review the draft master plan documents with the CLT, key stakeholders, and the general public to gain feedback on the proposed improvements. A final survey will be posted for additional community input.

Task 3.3 Master Plan Document

We will meet with city staff and the steering committee to review stakeholder and public input along with comments and markups on the draft master plan. We will work with City Staff to finalize a master plan and report and attend a presentation to city council for approval.

Task 3.4 Master Plan Presentation

Present plan at City Council for adoption

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Task 3 Meetings

- Preferred Alternative Review
- Trip 3
 - Steering Committee Presentation
 - Open House
- Final Master Plan Document Review
- In Person Council Presentation
- (4-5) City Staff coordination calls

Task 3 Deliverables

- Meeting Minutes for Steering Committee and public meetings
- Draft and Final Master Plan presentations
- Online Input of the master plan materials
- Final Master Plan Report (PDF)
 - Executive Summary
 - An overall plan with key features
 - 3D Model
 - Circulation and Parking Strategy
 - Master Plan drawings of key structures (size and general massing)
 - Conceptual Building Massing and rough square footages
 - Opinion of Probable Costs
 - Phasing Plan
 - Funding Considerations
 - Summary of process including meeting minutes, task 1 and 2 deliverables and public input

ASSUMPTIONS

The preceding scope of work was developed with the following assumptions:

- Base information will be compiled by the Client and provided to SmithGroup. If additional information is required we will work with the Client to identify the outside data sources required to perform the necessary work (i.e. surveys, etc.) for an additional cost.
- The Client will print, publish and/or mail any necessary meeting invitations or notices, reserve meeting space including tables and chairs and establish a list of project stakeholders.
- Meetings will be virtual unless otherwise specified
- The Client will set up venues for team meeting and presentations.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

PREPARATION OF DIGITAL DATA

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In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

SCHEDULE

A project schedule of 6-10 months is proposed for the scope of services outlined above. The final schedule will be determined in collaboration with the city to meet the project specific needs and expectations. We understand the city would like to start on a phase 1 design in the fall of 2024 to let for construction in 2025. The anticipated schedule for the master plan in 2024 is as follows:

- January: Project Kickoff
- February/March: Community Workshop 1
- May: Design Charrette
- July/August: Final Presentation

If additional services are required, or project delays outside the control of SmithGroup occur, the schedule and fee may need to be adjusted.

COMPENSATION

The City of Sheboygan shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of \$ 245,000, inclusive of all expenses..

ADDITIONAL SERVICES

If requested, SmithGroup would be pleased to provide the following services for an additional fee:

- Attend additional meetings or presentations
- Prepare additional graphics or renderings
- Prepare documentation to support grant/private funding
- Coordinate data gathering, such as survey or bathymetry
- Cost Estimating for structures beyond general budget parameters
- Stormwaters considerations for on site improvements, not beyond site or part of broader stormwater infrastructure
- A pro-forma or business plan may be added for an additional fee if needed as an outcome of the charrette

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

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All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to City of Sheboygan documents which include (i) City of Sheboygan internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of City of Sheboygan as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). City of Sheboygan shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. City of Sheboygan agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). City of Sheboygan acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify City of Sheboygan and City of Sheboygan hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to City of Sheboygan, SmithGroup grants City of Sheboygan a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with City of Sheboygan's internal use of the documents and for no other purpose. City of Sheboygan acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to City of Sheboygan by SmithGroup in connection with this Agreement is for the sole internal use of City of Sheboygan, including all subsidiaries of City of Sheboygan, and may not be used or relied upon by any third party; provided that City of Sheboygan may incorporate into documents that City of Sheboygan intends to disclose externally SmithGroup summaries, calculations or tables based on City of Sheboygan information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to City of Sheboygan hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Sheboygan covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of

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Sheboygan agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Sheboygan further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Sheboygan understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of Sheboygan understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Sheboygan that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Sheboygan will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. City of Sheboygan understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Sheboygan will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Sheboygan agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Sheboygan. Under no circumstances shall transfer of Files to City of Sheboygan be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, City of Sheboygan AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Sheboygan acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Sheboygan acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

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Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A'

**CITY OF SHEBOYGAN
R. C. 172-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Gen. Ord. No. 34-23-24 by Alderpersons Dekker and Salazar re-establishing the salary schedule for alderpersons and the mayor; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

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
GENERAL ORDINANCE 34-23-24**

BY ALDERPERSONS DEKKER AND SALAZAR.

JANUARY 2, 2024.

AN ORDINANCE re-establishing the salary schedule for alderpersons and the mayor.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Alderpersons is hereby established as follows:

2025: increase to \$6,327 per year

2027: increase to \$6,580 per year

SECTION 2: Amounts for 2025 reflect a 4.0% increase over 2023. Amounts for 2027 reflect an additional 4.0% over 2025.

SECTION 3: Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Common Council President is hereby established as follows:

2025: increase to \$7,327 per year

2027: increase to \$7,580 per year

SECTION 4: Amounts for the Common Council President reflect an additional \$1,000 over the salary for other Alderpersons.

SECTION 5: Part-time elected officials for the City of Sheboygan are not eligible for benefits unless qualified through the State of Wisconsin.

SECTION 6: Part-time elected officials may engage in outside business activities during

SECTION 7: Pursuant to the schedule set forth in Subs. of Gen. Ord. No. 37-18-19, the Mayor's salary in 2024, effective the third Tuesday in April of that year, is \$59,448.04.

SECTION 8: The following salary schedule is hereby established for the Mayor, effective the third Tuesday in April of each year:

2025: increase to \$75,000.00 per year
 2026: 3.5% increase to \$77,625.00 per year
 2027: 3.5% increase to \$80,341.88 per year
 2028: 3.5% increase to \$83,153.84 per year

SECTION 9: The Mayor shall not engage in any outside business activities during normal City Hall office hours.

SECTION 10: Health insurance premium contributions for the Mayor will be consistent with the non-represented employees.

SECTION 11: Amounts for 2025 reflect an increase deemed appropriate by the common council after review of mayoral salaries in similarly situated communities.

SECTION 12: Amounts for 2026-2028 reflect a 3.5% increase. It is anticipated that any increases for other non-represented employees above that 3.5% will be added to the salary schedule in 2029.

SECTION 13: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 14: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

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
R. C. 178-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Direct Referral Res. No. 137-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
DIRECT REFERRAL RESOLUTION 137-23-24
TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE**

BY ALDERPERSONS SALAZAR AND FELDE.

JANUARY 10, 2024.

A RESOLUTION authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the City of Sheboygan Police Department has obtained a JAG Program grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

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



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Item 32.

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

December 28, 2023

Joel Hendrikse, Sergeant
Sheboygan Police Department
1315 N. 23rd Street
Sheboygan, WI 53081-3180

RE: Sheboygan County MEG Unit Operations
DOJ Grant Number: 2022-DJ-01-18491

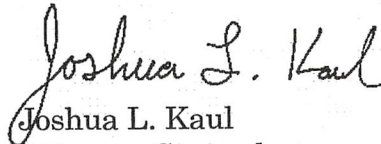
Dear Sgt. Hendrikse:

The Wisconsin Department of Justice, Division of Law Enforcement Services, has approved a grant award to City of Sheboygan in the amount of \$14,251 to be supplemented by \$9,861 in penalty assessment funds administered by the Wisconsin Department of Justice. These funds are from the Byrne Memorial Justice Assistance Grant Program available through the U.S. Department of Justice. The total amount of this award, \$24,112 supports Sheboygan County MEG Unit Operations.

To accept this award, please have the authorized official sign the *Signatory Page, Certified Assurances and Lobbying and Debarment Forms* in addition to initialing the bottom right corner of Attachments A and B, if enclosed. The project director signs the acknowledgement notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and seeing that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:JLA

Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

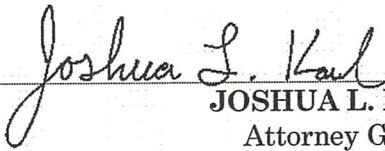
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
Sheboygan County MEG Unit Operations
2022-DJ-01-18491

The Wisconsin Department of Justice (DOJ) hereby awards to **City of Sheboygan**, (hereinafter referred to as the **Grantee**), the amount of \$24,112 for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until **12/31/2024** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

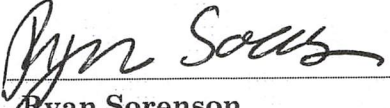
This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns a signed copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.


JOSHUA L. KAUL
Attorney General
Wisconsin Department of Justice

12/28/2023
Date

The (Grantee), **City of Sheboygan**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Sheboygan**

BY: 
NAME: **Ryan Sorenson**
TITLE: **Mayor**

1/16/2024
Date

Completion of this signed grant award within 30 days of the date of the award is required to release federal funds.

**WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A**

Subgrantee: **City of Sheboygan**

Project Title: **Sheboygan County MEG Unit Operations** CFDA# 16.738

Grant Period: From **1/1/2024** To **12/31/2024**

Grant Number: **2022-DJ-01-18491** UEI Number: **WKMFKB4K6XH5**

Federal Award Identification Number and Federal Award Date: **15PBJA-22-GG-00667-JAGX – 10/1/21**

Federal Awarding Agency: **U.S. Department of Justice, Bureau of Justice Programs**

APPROVED BUDGET

See your Egrants Application for details

	Federal & Match
Personnel	\$10,712
Employee Benefits	
Travel (Including Training)	\$1,000
Supplies & Operating Expenses	\$6,400
Equipment	
Consultants/Contractual	\$6,000
FEDERAL TOTAL	\$14,251
MATCH TOTAL	\$9,861
TOTAL APPROVED BUDGET	\$24,112

Award General Conditions:

- Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
- All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
- The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
- Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.
- A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

6. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.
7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds.
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to the grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e., mileage, meals, and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.
20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.
21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).

BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM
ATTACHMENT B

Award Financial Conditions:

1. The grantee must agree that the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training within 120 days of the grant award date if they have not already done so. This training must be taken every four years and will be offered free of charge through the Center for Task Force Integrity and Leadership at the federal Bureau of Justice Assistance. The training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grantee. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

**BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Sheboygan Date December 2023
Grant No. 2022-DJ-01-18491
Project Title: Sheboygan County MEG Unit Operations

The following regulations and obligations (referenced below) apply to your grant award.

- ☒ **QUARTERLY PERFORMANCE MEASURE REPORTS** must be submitted on a scheduled basis and must be completed in the federal web-based Performance Measurement Tool (PMT). Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

04/12/24 07/12/24 10/12/24 01/12/25 FINAL

- ☒ **PROGRAM REPORTS** must be submitted on a scheduled basis and must be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

04/12/24 07/12/24 10/12/24 01/12/25 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.
Reports due 07/12 includes April, May and June program activity.
Reports due 10/12 includes July, August and September program activity.
Reports due 01/12 includes October, November and December program activity.

- ☒ **FINANCIAL REPORTS** must be submitted on a scheduled basis and must be completed and certified in Egrants. Supporting documentation must be attached to the Fiscal Report in Egrants. Reports are due to DOJ on:

04/12/24 07/12/24 10/12/24 01/30/25 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.
Reports due 07/12 includes April, May and June program activity.
Reports due 10/12 includes July, August and September program activity.
Reports due 01/12 includes October, November and December program activity

- ☒ **EEOP CERTIFICATION FORM** The Office of Justice Programs requires that all subgrantees complete the EEOP Certification form and submit it to the Office for Civil Rights. The EEO Program reporting Tool can be accessed at https://ocr-eeop.ncjrs.gov/layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F

A copy of the completed Certification Form must be returned with this signed grant award.

- ☒ **OTHER:** Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed.

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

1-16-2024
Date

Joel Hendrikse, Project Director

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin, 53081-3180

Grantee Name and Address

Sheboygan County MEG Unit Operations

Project Name

Kryn Sorensen

Kryn Sorensen, Mayor

Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

1/16/2024

Date

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

FEDERAL AWARD CONDITIONS

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

C. In accepting this award, the recipient--

(1) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

21

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

22

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

28

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

29

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

30

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

31

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

32

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

33

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

35

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

36

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

38

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

39

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

40

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

41

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

42

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics

reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

43

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

44

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

45

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

46

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

47

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/> download), and must collect and report the metrics identified in Section IX of that document to BJA.

48

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS- relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

49

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

51

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

54

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

55

BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

56

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

CERTIFICATION

Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.

_____
Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)_____
Ryan Sorenson, Mayor

1/16/2024

Date

420-459-3317

Telephone Number



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Item 32.

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

December 28, 2023

Joel Hendrikse, Sergeant
Sheboygan Police Department
1315 N. 23rd Street
Sheboygan, WI 53081-3180

RE: Sheboygan County MEG Unit Operations
DOJ Grant Number: 2022-DJ-01-18491

Dear Sgt. Hendrikse:

The Wisconsin Department of Justice, Division of Law Enforcement Services, has approved a grant award to City of Sheboygan in the amount of \$14,251 to be supplemented by \$9,861 in penalty assessment funds administered by the Wisconsin Department of Justice. These funds are from the Byrne Memorial Justice Assistance Grant Program available through the U.S. Department of Justice. The total amount of this award, \$24,112 supports Sheboygan County MEG Unit Operations.

To accept this award, please have the authorized official sign the *Signatory Page, Certified Assurances and Lobbying and Debarment Forms* in addition to initialing the bottom right corner of Attachments A and B, if enclosed. The project director signs the acknowledgement notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and seeing that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:JLA

Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Item 32.

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
Sheboygan County MEG Unit Operations
2022-DJ-01-18491

The Wisconsin Department of Justice (DOJ) hereby awards to **City of Sheboygan**, (hereinafter referred to as the **Grantee**), the amount of **\$24,112** for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until **12/31/2024** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns a signed copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.


JOSHUA L. KAUL
Attorney General
Wisconsin Department of Justice

12/28/2023
Date

The (Grantee), **City of Sheboygan**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Sheboygan**

BY: _____

NAME: **Ryan Sorenson**

TITLE: **Mayor**

Date

Completion of this signed grant award within 30 days of the date of the award is required to release federal funds.

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A

Subgrantee: City of Sheboygan

Project Title: Sheboygan County MEG Unit Operations CFDA# 16.738

Grant Period: From 1/1/2024 To 12/31/2024

Grant Number: 2022-DJ-01-18491 UEI Number: WKMFKB4K6XH5

Federal Award Identification Number and Federal Award Date: 15PBJA-22-GG-00667-JAGX – 10/1/21

Federal Awarding Agency: U.S. Department of Justice, Bureau of Justice Programs

APPROVED BUDGET

See your Egrants Application for details

	<u>Federal & Match</u>
Personnel	\$10,712
Employee Benefits	
Travel (Including Training)	\$1,000
Supplies & Operating Expenses	\$6,400
Equipment	
Consultants/Contractual	\$6,000
FEDERAL TOTAL	\$14,251
MATCH TOTAL	\$9,861
TOTAL APPROVED BUDGET	\$24,112

Award General Conditions:

- Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
- All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
- The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
- Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.
- A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

6. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.
7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds.
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to the grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e., mileage, meals, and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.
20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.
21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).

BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM
ATTACHMENT B

Award Financial Conditions:

1. The grantee must agree that the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training within 120 days of the grant award date if they have not already done so. This training must be taken every four years and will be offered free of charge through the [Center for Task Force Integrity and Leadership](#) at the federal Bureau of Justice Assistance. The training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grantee. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

**BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Sheboygan Date December 2023
 Grant No. 2022-DJ-01-18491
 Project Title: Sheboygan County MEG Unit Operations

The following regulations and obligations (referenced below) apply to your grant award.



QUARTERLY PERFORMANCE MEASURE REPORTS must be submitted on a scheduled basis and must be completed in the federal web-based Performance Measurement Tool (PMT). Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

04/12/24

07/12/24

10/12/24

01/12/25 FINAL



PROGRAM REPORTS must be submitted on a scheduled basis and must be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

04/12/24

07/12/24

10/12/24

01/12/25 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.
 Reports due 07/12 includes April, May and June program activity.
 Reports due 10/12 includes July, August and September program activity.
 Reports due 01/12 includes October, November and December program activity.



FINANCIAL REPORTS must be submitted on a scheduled basis and must be completed and certified in Egrants. Supporting documentation must be attached to the Fiscal Report in Egrants. Reports are due to DOJ on:

04/12/24

07/12/24

10/12/24

01/30/25 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.
 Reports due 07/12 includes April, May and June program activity.
 Reports due 10/12 includes July, August and September program activity.
 Reports due 01/12 includes October, November and December program activity.



EEOP CERTIFICATION FORM The Office of Justice Programs requires that all subgrantees complete the EEOP Certification form and submit it to the Office for Civil Rights. The EEO Program reporting Tool can be accessed at https://ocr-eeop.ncjrs.gov/layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F

A copy of the completed Certification Form must be returned with this signed grant award.



OTHER: Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed.

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

Date

Joel Hendrikse

, Project Director

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin, 53081-3180

Grantee Name and Address

Sheboygan County MEG Unit Operations

Project Name

Ryan Sorenson, Mayor
Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

Date

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

FEDERAL AWARD CONDITIONS

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

C. In accepting this award, the recipient--

(1) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

21

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

22

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

28

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

29

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

30

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

31

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

32

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

33

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

35

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

36

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

38

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

39

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

40

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

41

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

42

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics

reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

43

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

44

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

45

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

46

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

47

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

48

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS- relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

49

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

51

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

54

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

55

BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

56

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

CERTIFICATION

Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.

Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

Ryan Sorenson, Mayor

Date

Telephone Number

**CITY OF SHEBOYGAN
R. C. 181-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 15, 2024.

Your Committee to whom was referred Res. No. 133-23-24 by the Alderpersons Salazar and Felde authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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
RESOLUTION 133-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

JANUARY 2, 2024.

A RESOLUTION authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant.

WHEREAS, the City of Sheboygan has the opportunity to obtain a grant in the total amount of \$4,500.00 from NAMI Wisconsin to support Crisis Intervention Training ("CIT") by the Sheboygan Police Department; and

WHEREAS, in order to obtain the grant in the amount of \$4,500.00, it is necessary for the City to submit an application through NAMI Wisconsin and enter into an MOU with NAMI Wisconsin, a copy of which is attached; and

WHEREAS, the funding received would be 100% from NAMI Wisconsin with no local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Chief of Police to submit all of the information necessary for the grant application, sign all documents including the MOU, and administer the funds, including making any necessary budget transfers.

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

NAMI Wisconsin CIT and CIP Expansion Grant Memorandum of Understanding (MOU) 2023 to 2024

As part of a statewide initiative to expand and strengthen Crisis Intervention Teams (CIT) and Crisis Intervention Partners (CIP) in Wisconsin, grant funds are available to fund local CIT, CIT Advance/Special Topics trainings, and CIP Trainings. These grant funds are provided by the state of Wisconsin CIT&CIP Expansion Grant administered by NAMI Wisconsin. This Memorandum of Understanding (MOU) outlines factors that are essential for CIT&CIP sustainability for Wisconsin – including connecting the CIT&CIP community, tracking outcomes, etc. We appreciate your work to strengthen CIT&CIP in Wisconsin and we look forward to partnering with you.

This MOU is between NAMI Wisconsin and Sheboygan Police Department

Approved grant funding and CIT & CIP training information:

Funding will be provided to cover the costs outlined in the submitted budget for the following:

Training: CIT

Dates: February 19 – 23, 2024

Location: Sheboygan, WI

Hosted by: Sheboygan Police Department

The full amount of \$ 4,500.00 upon receipt of this signed MOU.

Please note by signing this MOU you are required to abide by the grantee requirements listed below. (#1-3).

If the grantee does NOT meet these expectations, the grantee is required to return all the funds to NAMI Wisconsin within 30 days of the scheduled training.

No personal checks will be issued.

Upon approval of the funding for a CIT/CIP training, the grantee agrees to abide by the following requirements:

1. Prior to the training:
 - i. Ensure there will be **NO** charge to those attending the training.
2. During the training:
 - i. The CIT/CIP Wisconsin pre and post evaluations will be administered to all participants.
 - ii. The CIT/CIP Wisconsin pins/patches will be administered to all participants.
3. Within 30 days of the completed training, the grantee will submit to NAMI Wisconsin:
 - i. A roster of the training team's committee members (names and emails).
 - ii. A roster of speakers/presenters (names, emails, and topics)
 - iii. A roster of attendees (names, emails, and department/organization)
 - iv. CIT/CIP Wisconsin pre and post evaluation data (NOTE: training teams may compile their own data and submit a report OR send copies of the completed evaluations to NAMI Wisconsin).

The undersigned agree to the above listed terms of this MOU.

Name, Title, Department, Date

NAMI Wisconsin

Have check sent to the following address:



**CITY OF SHEBOYGAN
GENERAL ORDINANCE 35-23-24**

BY ALDERPERSON RAMEY.

JANUARY 15, 2024.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 10th day of January, 2024, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 of Certified Survey Map recorded in Volume 21 on Pages 117-118 in the Sheboygan County Register of Deeds Office as Document No. 1754914, being located in part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 21, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at Northwest corner of the Northwest 1/4 of said Section 21; thence North 88°-46'-57" East along said North line, a distance of 1,181.18 feet to the Northerly extension of the West line of said Lot 2; thence South 00°-47'-44" West along said Northerly extension, a distance of 340.02 feet to the Northwest corner of said Lot 2, said point being the point of beginning; thence continuing South 00°-47'-44" West along the West line of said Lot 2, a distance of 256.48 feet to the Southerly line of said Lot 2; thence South 64°-01'-24" East along said Southerly line, a distance of 262.49 feet to the East line of said Lot 2; thence North 01°-29'-05" East along said East line, a distance of 376.85 feet to the North line of said Lot 2; thence South 88°-44'-50" West along said North line, a distance of 242.23 feet to the point of beginning and containing 1.746 acres (76,052 sq. ft.) of land more or less.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Suburban Commercial (SC) Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 22nd Ward and the 5th Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

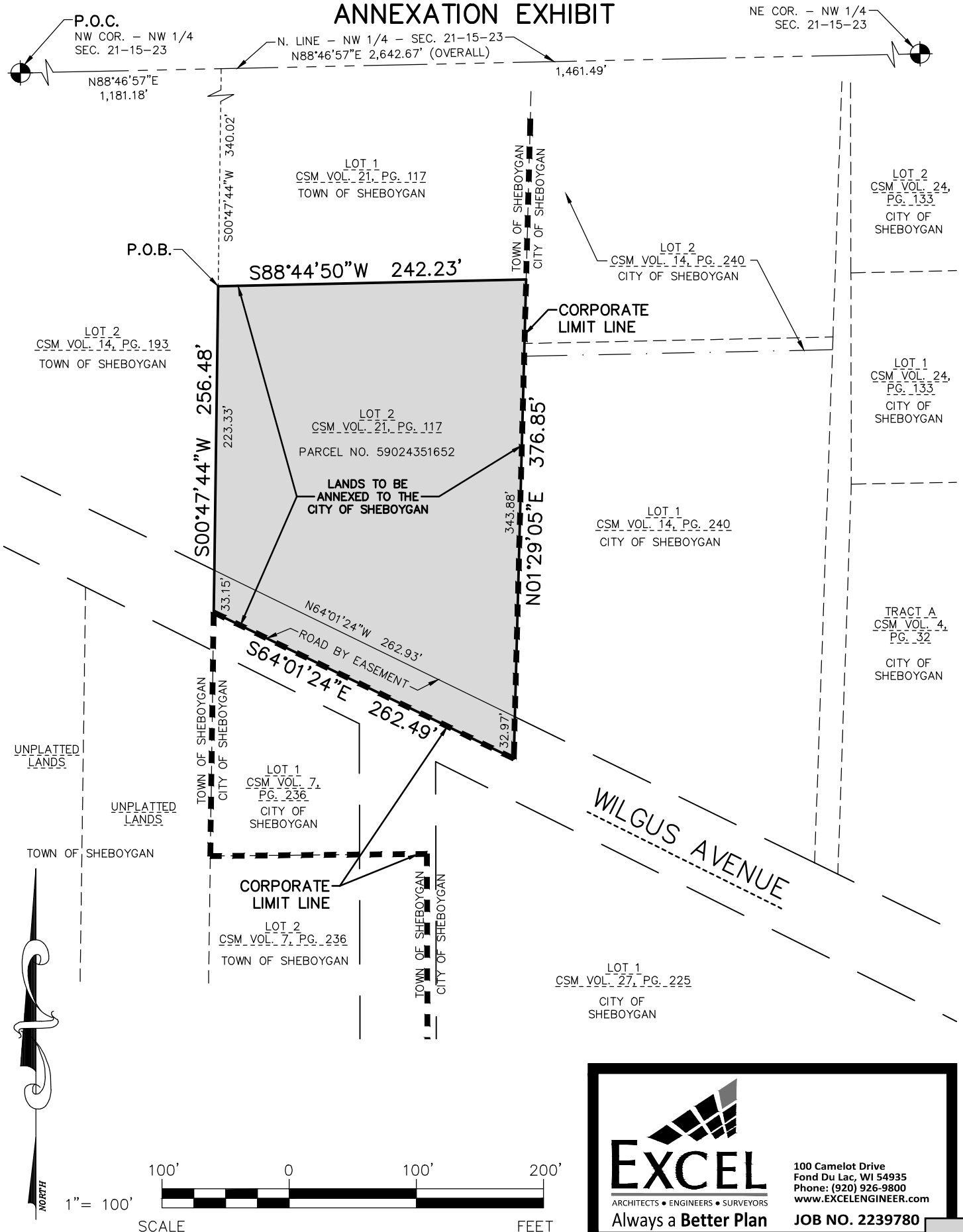
Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

ANNEXATION EXHIBIT



Always a Better Plan

100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 2239780

**CITY OF SHEBOYGAN
ORDINANCE 36-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 15, 2024.

AN ORDINANCE amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 60-3 Operation Of Eighth Street Bridge” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-3 Operation Of Eighth Street Bridge

- (a) The hours and operation of the Eighth Street bridge shall be in accordance with the appropriate federal regulations governing the bridge.
- (b) From May 1 through October 31~~0~~, the bridge shall open on signal except that: in ~~accordance with the following schedule:~~
 - (1) From 6:~~10~~0 a.m. to 7:~~10~~0 p.m., Monday through Saturday, the bridge shall ~~draw will~~ open at 10 minutes after the hour, on the half-hour, and 10 minutes before the hour; and for marine traffic each half-hour, on the hour and half-hour.
 - (2) From Monday through Friday, except federal holidays, the bridge need not ~~open~~ between 7:30 a.m. and 8:30 a.m., between 12:00 p.m. and 1:00 p.m., and between 4:30 p.m. and 5:30 p.m.; and 7:00 p.m. to 10:00 p.m., the draw ~~shall open on signal.~~
 - (3) Between the hours of 10:00 p.m. and 6:00 a.m., the bridge shall open on signal if at least 2 hours advance notice is provided.
- (c) From November 1 through April 30, the bridge shall open on signal if at least 12 hours advance notice is provided.
- (d) At all ~~other~~ times, the bridge shall open as soon as possible for public vessels of the United States, state or local government, vessels seeking shelter from rough weather, or any other emergency. the draw shall open on signal if at least two hours' advance notice has been given.

(Code 1975, § 18-64; Code 1997, § 134-3)

SECTION 2: AMENDMENT “Sec 60-46 Reimbursement Of Boat Expenses” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-46 ~~Reimbursement Of Boat Expenses~~ Reserved

~~The harbormaster shall be reimbursed for the cost of maintaining the harbormaster's privately-owned motorboat used in the performance of official duties in river and harbor patrol. The reimbursement shall be the amount authorized by the common council for contractual services; boat maintenance budgeted by the department of engineering and public works.~~

(Code 1975, § 18-49; Code 1997, § 134-79)

SECTION 3: AMENDMENT “Sec 60-74 Damage To Installations” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-74 Damage To Installations

No person shall carelessly, willfully, or negligently operate a boat or permit a boat to be so operated so as to cause it to run into any bridge or bridge abutments, piers, cribs or docks of the harbor and waterways of the city or take any stones from a crib. Any owner or operator of a vessel that causes damage to such installations ~~violation of this section~~ shall, in addition to the penalty imposed for violation, be liable for all resulting damages to such installations.

(Code 1975, § 18-83; Code 1997, § 134-113)

SECTION 4: AMENDMENT “Sec 60-128 Administrative Responsibility; Accounting” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-128 Administrative Responsibility; Accounting

- (a) The department of public works shall be responsible for enforcement of this article, ~~and for issuance of annual stickers. The department may authorize retail vendors as agents to sell annual stickers, for which the authorized agents shall be entitled to retain \$0.50 from each annual sticker sold.~~

- (b) The city's ~~contracted operator of the Harbor Centre Marina~~ shall be responsible for collecting the daily deposits at the city's public boat launch ramps and shall have the authority to give notices of violation of this article.
- (c) All revenues from annual and daily boat launch fees shall be accounted for as Harbor Centre Marina operating revenues. Costs for production of stickers, daily fee envelopes and printed forms shall be accounted for as Harbor Centre Marina operating expenses.

(Code 1975, § 18-114; Code 1997, § 134-177; Ord. No. 86-95-96, § 1, 11-20-1995; Ord. No. 82-96-97, §§ 1, 2, 11-4-1996)

SECTION 5: AMENDMENT “Sec 60-130 Fees Applicable During Boating Season” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-130 Fees Applicable During Boating Season

Fees shall be charged for boat launching at the municipal sites designated in this section of this Code. Absent a written waiver from the state department of natural resources, the fee charges shall be in conformity with the rate charged by the state for vehicular access to state park and forest areas. The one-day permit fee for all users will be \$~~8~~7.00 per day, the annual sticker fee for nonresidents will be \$70.00 per year and the annual sticker fee for a resident will be \$60.00 per year.

(Code 1975, § 18-111; Code 1997, § 134-179; Ord. No. 79-02-03, § 1, 3-17-2003)

SECTION 6: AMENDMENT “Sec 60-131 Use Of Boat Launch Sites” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-131 Use Of Boat Launch Sites

- (a) No person shall launch a boat or other watercraft or otherwise utilize any of the designated municipal boat launch sites, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch sites designated for vehicles with boat trailers only, without having done the following:
 - (1) Obtained the appropriate permit or sticker;
 - (2) Paid the established fee;
 - (3) Followed the procedures set forth on the application for the permit or sticker;

including, but not limited to, ~~time stamping the application prior to submission, and~~ properly affixing the permit or sticker to the windshield or dash of the parked trailer or vehicle.

- (b) Any vehicle parked in the parking stalls near the boat launch sites designated for vehicles with boat trailers only shall have a valid permit or sticker valid for each and every day it is so parked. Permits or stickers are valid for 24 hours from time of purchase. ~~A one-day permit shall be in effect until 11:59 p.m. on the date the permit was purchased.~~
- (c) No person shall launch a boat or other watercraft or otherwise utilize the designated municipal boat launch site at Deland Park, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch site at Deland Park that are designated for vehicles with boat trailers only at any time when such parking stalls are reserved by the city for a special event as evidenced by signage posted at the parking area entrance(s). ~~from August 8 through August 14, 2023, except with the express written consent of the Mayor; such consent shall be granted only as part of the City's role in promoting safety during the Mercurey Midwest Challenge event.~~ This subsection does not apply to the 8th Street Launch (at the intersection of South 8th Street and Riverfront Drive.)

(Code 1997, § 134-181; Ord. No. 85-97-98, § 1, 11-3-1997; Ord. No. 88-98-99, § 1, 10-5-1998)

SECTION 7: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 8: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

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